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*Attorneys for Defendant Facebook, Inc.*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

IN RE: FACEBOOK, INC. CONSUMER  
PRIVACY USER PROFILE LITIGATION

MDL No. 2843  
Case No. 18-md-02843-VC

This document relates to:  
  
ALL ACTIONS

**FACEBOOK'S ANSWER TO  
PLAINTIFFS' FIRST AMENDED  
CONSOLIDATED  
COMPLAINT**

Judge: Hon. Vince Chhabria

**FACEBOOK'S ANSWER TO PLAINTIFFS' FIRST AMENDED  
CONSOLIDATED COMPLAINT**

MDL No. 2843  
CASE NO. 18-MD-02843-VC

Defendant Facebook, Inc. (“Facebook”) answers Plaintiffs’ First Amended Consolidated Complaint as follows:

Except as otherwise expressly stated below, Facebook denies each and every allegation contained in the Complaint. Facebook states that the headings, sub-headings, and footnotes throughout the Complaint do not constitute well-pled allegations of fact and therefore require no response. To the extent a response is required, Facebook denies the allegations in the headings, sub-headings, and footnotes in the Complaint. Facebook reserves the right to seek to amend and/or supplement its Answer as may be necessary.

### **ANSWERS TO SPECIFIC ALLEGATIONS**

1. Facebook admits that as of September 30, 2019, Facebook had more than 2.2 billion Monthly Active Users. To the extent Paragraph 1 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 1.
2. Facebook denies the allegations in Paragraph 2.
3. To the extent Paragraph 3 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 3.
4. Facebook denies the allegations in Paragraph 4.
5. Facebook denies the allegations in Paragraph 5.
6. Facebook denies the allegations in Paragraph 6.
7. Facebook denies the allegations in Paragraph 7.
8. Facebook denies the allegations in Paragraph 8.
9. Facebook denies the allegations in Paragraph 9.
10. Facebook denies the allegations in Paragraph 10.

11. To the extent Paragraph 11 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 11.

12. To the extent Paragraph 12 refers to public filings, Facebook respectfully refers the Court to those documents, which speak for themselves, for a true and correct statement of their contents. Facebook admits that it entered into a Consent Decree with the FTC, which was finalized in 2012. Facebook otherwise denies the allegations in Paragraph 12.

13. To the extent Paragraph 13 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 13.

14. Facebook denies the allegations in Paragraph 14.

15. To the extent Paragraph 15 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 15.

16. To the extent Paragraph 16 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 16.

17. Facebook denies the allegations in Paragraph 17.

18. To the extent Paragraph 18 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 18.

19. To the extent Paragraph 19 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true

and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 19.

20. Facebook denies the allegations in Paragraph 20.

21. The allegations in Paragraph 21 contain conclusions of law for which no response is required.

22. The allegations in Paragraph 22 contain conclusions of law for which no response is required.

23. The allegations in Paragraph 23 contain conclusions of law for which no response is required.

24. The allegations in Paragraph 24 contain conclusions of law for which no response is required.

25. Facebook admits that Facebook's Terms of Service identify the United States District Court for the Northern District of California or a state court located in San Mateo County as the exclusive locations for resolving any dispute relating to Facebook's Terms of Service or products. The remaining allegations in Paragraph 25 contain conclusions of law for which no response is required.

26. The allegations in Paragraph 26 contain conclusions of law for which no response is required.

27. To the extent Paragraph 27 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 27.

28. To the extent Paragraph 28 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 28.

29. To the extent Paragraph 29 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 29.

30. To the extent Paragraph 30 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 30.

31. To the extent Paragraph 31 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 31.

32. To the extent Paragraph 32 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 32.

33. To the extent Paragraph 33 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 33.

34. To the extent Paragraph 34 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 34.

35. To the extent Paragraph 35 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 35.

36. To the extent Paragraph 36 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 36.

37. To the extent Paragraph 37 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 37.

38. To the extent Paragraph 38 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 38.

39. To the extent Paragraph 39 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 39.

40. To the extent Paragraph 40 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 40.

41. To the extent Paragraph 41 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 41.

42. To the extent Paragraph 42 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 42.

43. To the extent Paragraph 43 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 43.

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46. To the extent Paragraph 46 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 46.

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50. To the extent Paragraph 50 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 50.

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131. To the extent Paragraph 131 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 131.

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133. To the extent Paragraph 133 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 133.

134. To the extent Paragraph 134 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 134.

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188. To the extent Paragraph 188 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 188.



189. To the extent Paragraph 189 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 189.

190. To the extent Paragraph 190 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 190.

191. To the extent Paragraph 191 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 191.

192. To the extent Paragraph 192 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 192.

193. To the extent Paragraph 193 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 193.

194. To the extent Paragraph 194 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 194.

195. To the extent Paragraph 195 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 195.

196. To the extent Paragraph 196 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 196.

197. To the extent Paragraph 197 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 197.

198. To the extent Paragraph 198 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 198.

199. To the extent Paragraph 199 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 199.

200. To the extent Paragraph 200 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 200.

201. To the extent Paragraph 201 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 201.

202. To the extent Paragraph 202 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 202.

203. To the extent Paragraph 203 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 203.

204. To the extent Paragraph 204 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 204.

205. To the extent Paragraph 205 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 205.

206. To the extent Paragraph 206 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 206.

207. To the extent Paragraph 207 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 207.

208. To the extent Paragraph 208 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 208.

209. To the extent Paragraph 209 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 209.

210. To the extent Paragraph 210 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 210.

211. To the extent Paragraph 211 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 211.

212. To the extent Paragraph 212 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 212.

213. To the extent Paragraph 213 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 213.

214. To the extent Paragraph 214 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 214.

215. To the extent Paragraph 215 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 215.

216. To the extent Paragraph 216 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 216.

217. To the extent Paragraph 217 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 217.

218. To the extent Paragraph 218 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 218.

219. To the extent Paragraph 219 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 219.

220. To the extent Paragraph 220 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 220.

221. To the extent Paragraph 221 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 221.

222. To the extent Paragraph 222 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 222.

223. To the extent Paragraph 223 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 223.

224. To the extent Paragraph 224 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 224.

225. To the extent Paragraph 225 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 225.

226. To the extent Paragraph 226 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 226.

227. To the extent Paragraph 227 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 227.

228. To the extent Paragraph 228 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 228.

229. To the extent Paragraph 229 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 229.

230. To the extent Paragraph 230 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 230.

231. To the extent Paragraph 231 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 231.

232. To the extent Paragraph 232 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 232.

233. To the extent Paragraph 233 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 233.

234. To the extent Paragraph 234 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 234.

235. To the extent Paragraph 235 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 235.

236. To the extent Paragraph 236 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 236.

237. To the extent Paragraph 237 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 237.

238. To the extent Paragraph 238 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 238.

239. To the extent Paragraph 239 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 239.

240. To the extent Paragraph 240 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 240.

241. To the extent Paragraph 241 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 241.

242. To the extent Paragraph 242 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 242.

243. To the extent Paragraph 243 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 243.

244. To the extent Paragraph 244 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 244.

245. To the extent Paragraph 245 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 245.

246. To the extent Paragraph 246 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 246.

247. To the extent Paragraph 247 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 247.

248. To the extent Paragraph 248 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 248.

249. To the extent Paragraph 249 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 249.

250. To the extent Paragraph 250 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 250.

251. To the extent Paragraph 251 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 251.

252. To the extent Paragraph 252 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 252.



253. To the extent Paragraph 253 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 253.

254. To the extent Paragraph 254 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 254.

255. To the extent Paragraph 255 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 255.

256. To the extent Paragraph 256 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 256.

257. To the extent Paragraph 257 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 257.

258. To the extent Paragraph 258 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 258.

259. To the extent Paragraph 259 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 259.

260. To the extent Paragraph 260 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 260.

261. To the extent Paragraph 261 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 261.

262. To the extent Paragraph 262 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 262.

263. To the extent Paragraph 263 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 263.

264. Facebook admits that it is incorporated in Delaware and its headquarters and principal place of business is located at 1 Hacker Way, Menlo Park, CA, 94205. Facebook further admits that it operates the website [www.facebook.com](http://www.facebook.com) and the Facebook mobile application through which it offers social networking services to users, and admits that Facebook collects and maintains information regarding Facebook users. Facebook otherwise denies the allegations in Paragraph 264.

265. To the extent Paragraph 265 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 265.

266. To the extent Paragraph 266 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 266.

267. To the extent Paragraph 267 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 267.

268. Facebook admits that Sheryl Sandberg is an individual who resides in Menlo Park, California. Facebook further admits that Ms. Sandberg has served as the COO of

Facebook since 2008 and oversees Facebook's business operations. Facebook further admits that Ms. Sandberg is a member of the Facebook board. Facebook otherwise denies the allegations in Paragraph 268.

269. Facebook admits that Mark Zuckerberg is an individual who resides in Palo Alto, California. Facebook further admits that Mr. Zuckerberg is the founder, Chairman, and CEO of Facebook, which Mr. Zuckerberg founded in 2004. Facebook further admits that Mr. Zuckerberg is responsible for setting the overall direction and product strategy for Facebook. Facebook further admits that Mr. Zuckerberg is able to exercise voting rights with respect to a majority of the voting power of Facebook's outstanding capital stock. Facebook otherwise denies the allegations in Paragraph 269.

270. To the extent Paragraph 270 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 270.

271. To the extent Paragraph 271 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 271.

272. To the extent Paragraph 272 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 272.

273. To the extent Paragraph 273 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 273.

274. To the extent Paragraph 274 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 274.

275. To the extent Paragraph 275 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 275.

276. To the extent Paragraph 276 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 276.

277. To the extent Paragraph 277 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 277.

278. To the extent Paragraph 278 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 278.

279. To the extent Paragraph 279 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 279.

280. To the extent Paragraph 280 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 280.

281. To the extent Paragraph 281 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 281.

282. Facebook admits that millions of individuals opened Facebook accounts before 2007. Facebook further admits that Facebook launched Facebook Platform in 2007, which allows third-party developers to build applications that interact with the Facebook website and access certain user data for limited purposes. To the extent Paragraph 282 purports to refer to any public statements, Facebook respectfully refers the Court to those

public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 282.

283. Facebook denies the allegations in Paragraph 283, except admits that Facebook generates revenue by delivering ads to users.

284. To the extent Paragraph 284 purports to refer to any public statements, Facebook respectfully refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 284.

285. Facebook admits that it launched News Feed in 2006 and that the feature displayed some content shared by a user on Facebook in a feed to their Facebook friends. To the extent Paragraph 285 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 285.

286. Facebook admits that users may “like” and comment on posts and may click on links in posts. To the extent Paragraph 286 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 286.

287. Facebook admits that it tracks and reports statistics regarding Monthly Active Users (“MAUs”), Daily Active Users (“DAUs”) and Mobile MAUs. To the extent Paragraph 287 purports to reference any public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 287.

288. Facebook admits that it reports certain information regarding user engagement to investors. Facebook admits that Facebook users generated an average of 3.2 billion Likes and Comments per day during the first quarter of 2012 and that on average more than 300 million photos were uploaded to Facebook per day in the three months ended March 31,

2012. Facebook admits that it provides certain tools to advertisers, which allow advertisers to access certain metrics regarding the performance of their ads, which are not linked to specific users. Facebook otherwise denies the allegations in Paragraph 288.

289. To the extent Paragraph 289 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak to themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 289.

290. Facebook admits that Facebook launched Facebook Platform in 2007, which allows third-party developers to build applications that interact with the Facebook website and access certain user data for limited purposes. Facebook otherwise denies the allegations in Paragraph 290.

291. To the extent Paragraph 291 asserts facts regarding the statements of other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 291 purports to refer to public documents, Facebook respectfully refers the Court to those documents, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 291.

292. To the extent Paragraph 292 asserts facts regarding the statements of other parties, Facebook is without knowledge and on that basis the allegations are denied. To the extent Paragraph 292 purports to refer to any public statements, Facebook respectfully refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 292.

293. Facebook denies the allegations in Paragraph 293.

294. Facebook denies the allegations in Paragraph 294.

295. Facebook admits that Sheryl Sandberg became Facebook's COO in 2008.

Facebook further admits that Zynga's FarmVille game was launched on the Facebook

Platform in 2009. Facebook further admits that pursuant to a May 2010 agreement, Zynga agreed to use Facebook Payments as the primary means of payment within its games and agreed that Facebook would retain up to 30% of the face value of user purchases in Zynga's games on the Facebook Platform. Facebook further admits that in 2011, 12% of Facebook's revenues came from Zynga in the form of Payments processing fees related to Zynga's sale of virtual goods and from direct advertising purchased by Zynga. To the extent Paragraph 295 purports to refer to any public statements, Facebook respectfully refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 295.

296. Facebook admits that the chart included in Paragraph 296 accurately reflects Facebook's revenue for the years 2009-2018. Facebook otherwise denies the allegations in Paragraph 296.

297. Facebook denies the allegations in Paragraph 297.

298. To the extent Paragraph 298 purports to reference any public statements, Facebook respectfully refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 298.

299. To the extent Paragraph 299 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 299.

300. Facebook admits that as of March 31, 2012, there were more than 42 million Pages on Facebook with ten or more Likes and more than 9 million apps and websites integrated with Facebook. Facebook further admits that on average, more than 300 million photos per day were uploaded to Facebook in the three months ended March 31, 2012. Facebook further admits that Facebook users generated an average of 3.2 billion

Likes and Comments per day during the first quarter of 2012. Facebook further admits that Facebook users generated an average of 2.7 billion Likes and Comments per day during the fourth quarter of 2011. Facebook admits that there were more than 125 billion friend connections on Facebook as of March 31, 2012. Facebook otherwise denies the allegations in Paragraph 300.

301. Facebook admits that it held its initial public offering in 2012. Facebook otherwise denies the allegations in Paragraph 301.

302. To the extent Paragraph 302 purports to refer to statements in an email, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 302.

303. Facebook denies the allegations in Paragraph 303.

304. Facebook denies the allegations in Paragraph 304.

305. Facebook denies the allegations in Paragraph 305.

306. Facebook admits that it launched the Custom Audiences feature in 2012. Facebook otherwise denies the allegations in Paragraph 306.

307. Facebook admits that it offers an auto-play video feature, which causes videos to play automatically as users scroll through their News Feed if the feature is turned on in the user's account settings. Facebook otherwise denies the allegations in Paragraph 307.

308. Facebook admits that in 2014 it introduced new video metrics, which allowed page owners and advertisers to see video views, unique video views, the average duration of the video view, and audience retention for paid and organic videos. To the extent Paragraph 308 purports to refer to any public statements, Facebook respectfully refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 308.



309. To the extent Paragraph 309 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 309.

310. Facebook admits that it offers Social Plugins, which allow websites to integrate certain tools to their sites, such as the “Like” and “Share” buttons. Facebook further admits that it receives certain information when a site or app that uses these plugins is visited. To the extent Paragraph 310 purports to refer to any public statements, Facebook respectfully refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 310.

311. Facebook admits that it offers Facebook Pixel, which is an analytics tool that allows websites to understand the actions users take on their website, such as adding items to a shopping cart or making purchases. Facebook further admits that from April 9-16, 2018, the Facebook Like button appeared on 8.4 million websites, the Share button appeared on 931,000 websites, and Pixel was installed on 2.2 million websites. To the extent Paragraph 311 purports to refer to any public statements, Facebook respectfully refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 311.

312. Facebook admits that Software Development Kits (“SDKs”) are software development tools that assist in the creation of applications. Facebook further admits that it offers SDKs for certain mobile operating systems, including Apple and Android. Facebook otherwise denies the allegations in Paragraph 312.

313. To the extent Paragraph 313 refers to the actions or statements of other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 313.

314. Facebook denies the allegations in Paragraph 314.

315. Facebook admits that it previously offered Partner Categories, which allowed advertisers to target their ads based, in part, on user information provided by third-party data providers. Facebook otherwise denies the allegations in Paragraph 315.

316. Facebook admits that it previously offered Partner Categories, which allowed advertisers to target their ads, in part, on user information provided by third-party data providers. Facebook otherwise denies the allegations in Paragraph 316.

317. Facebook admits that it previously offered Partner Categories, which allowed advertisers to target users on Facebook based, in part, on user information provided by third-party data providers. Facebook otherwise denies the allegations in Paragraph 317.

318. Facebook admits that it previously offered Partner Categories, which allowed advertisers to target their ads based, in part, on user information provided by third-party data providers. Facebook otherwise denies the allegations in Paragraph 318.

319. Facebook admits that it previously offered Partner Categories, which allowed advertisers to target their ads based, in part, on user information provided by third-party data providers. Facebook otherwise denies the allegations in Paragraph 319.

320. Facebook denies the allegations in Paragraph 320.

321. Facebook denies the allegations in Paragraph 321.

322. Facebook denies the allegations in Paragraph 322.

323. Facebook denies the allegations in Paragraph 323.

324. Facebook denies the allegations in Paragraph 324.

325. To the extent Paragraph 325 purports to reference Facebook's Data Use Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a

true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 325.

326. To the extent Paragraph 326 alleges facts regarding the actions of other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 326.

327. To the extent Paragraph 327 alleges facts regarding the actions of other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 327.

328. To the extent Paragraph 328 alleges facts regarding the actions of other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 328.

329. To the extent Paragraph 329 alleges facts regarding the actions and statements of other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 329.

330. To the extent Paragraph 330 purports to refer to any public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 330.

331. Facebook admits that it calculates the metric Average Revenue Per User (“ARPU”). Facebook otherwise denies the allegations in Paragraph 331.

332. To the extent Paragraph 332 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 332.

333. Facebook denies the allegations in Paragraph 333.

334. Facebook denies the allegations in Paragraph 334.

335. Facebook denies the allegations in Paragraph 335, except admits that users have the ability to control how their Facebook information is shared with other Facebook users and third-parties.

336. Facebook admits that users can create profiles using the information submitted at registration (Name, Gender, Email Address, and Birthday) and can choose to share additional information on their profiles.

337. Facebook admits that users can connect with other people on Facebook and request that they become “friends.” Facebook further admits that users can “Post” content on their profile and interact with content posted by other users, consistent with users’ privacy settings. Facebook further admits that users can select different privacy settings for content they choose to post on Facebook. Facebook further admits that users can message each other through Facebook Messenger. Facebook otherwise denies the allegations in Paragraph 337.

338. Facebook admits that Facebook provides certain privacy tools to users, which allow users to control how the content and information they share on Facebook is shared with other users and third parties. Facebook otherwise denies the allegations in Paragraph 338.

339. Facebook admits that its privacy tools have changed over time and that these tools allow users to control how the content and information they share on Facebook is shared with other users and third parties. Facebook otherwise denies the allegations in Paragraph 339.

340. Facebook admits that it provided users with controls on the Privacy Settings page that allowed users to determine who can see the content they share and the information they post about themselves, and a “Per-Object Privacy” tool that allowed users to define what audience can see specific content and information. Facebook otherwise denies the allegations in Paragraph 340.

341. Facebook denies the allegations in Paragraph 341, except admits that users have the ability to control whether the information they share on Facebook is shared with other Facebook users and third parties.

342. Facebook admits that users have the ability to control how the information they share on Facebook is shared with other Facebook users and third parties.

343. Facebook denies the allegations in Paragraph 343, except admits that Facebook maintained App Settings controls that allowed users to control how the information they shared on Facebook was shared with the apps they chose to download and install, as well as re-shared by their friends with apps their friends installed.

344. Facebook denies the allegations in Paragraph 344.

345. To the extent Paragraph 345 asserts legal conclusions, no response is required. To the extent Paragraph 345 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, denies the allegations in Paragraph 345. Facebook otherwise denies the allegations in Paragraph 345.

346. Facebook admits that users could control their profile privacy settings through the Privacy Settings page either by accepting Facebook's default privacy settings or modifying them. Facebook otherwise denies the allegations in Paragraph 346.

347. Facebook admits that the Privacy Settings screen offered a list of categories of information and allowed users to set the privacy control for each category—to allow sharing with "Friends," "Friends of Friends," "Everyone," or "Custom." Facebook otherwise denies the allegations in Paragraph 347.

348. Facebook admits that the Privacy Settings allowed users to choose who could see the content and information they shared on Facebook. Facebook otherwise denies the allegations in Paragraph 348.

349. Facebook admits that the Privacy Settings page remained substantially the same between 2012 and 2018, during which period Facebook added more granular controls. Facebook otherwise denies the allegations in Paragraph 349.

350. Facebook admits that through their Profile Privacy Controls, users could choose the audience that could view their posts and restrict access to specific user groups such as “Only Friends” or “Friends of Friends.” Facebook otherwise denies the allegations in Paragraph 350.

351. Facebook admits that it introduced a “One-Click” Privacy control to further simplify the settings that applied when sharing on Facebook. The One-Click control allowed users to apply, with one click, one of three privacy settings to most information they shared on Facebook. Facebook otherwise denies the allegations in Paragraph 351.

352. Facebook admits that it gave users granular controls that would allow them to limit the audience for each individual category of information displayed on their Facebook profile. Facebook otherwise denies the allegations in Paragraph 352.

353. Facebook admits that it gave users granular controls that would allow them to select their desired audience for photo albums and individual photos. Facebook otherwise denies the allegations in Paragraph 353.

354. Facebook denies the allegations in Paragraph 354.

355. To the extent Paragraph 355 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook admits that it launched what it called a “Per-Object Privacy” tool on December 9, 2009 that gave users real-time, in-context control over the specific audience for each piece of content they shared on Facebook. Facebook otherwise denies the allegations in Paragraph 355.

356. To the extent Paragraph 356 asserts facts regarding other parties, Facebook is without knowledge, and on that basis, the allegations are denied. Facebook otherwise

admits that users could select limited audiences for the content they chose to share on Facebook. Facebook otherwise denies the allegations in Paragraph 356.

357. Facebook admits that it gave users granular controls that would allow them to set the audience for specific content they chose to share on Facebook at the time they shared it. Facebook further admits that these controls allowed users to adjust the audience for content they chose to share on Facebook after sharing it. Facebook otherwise denies the allegations in Paragraph 357.

358. To the extent Paragraph 358 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook admits that Profile Privacy Control and the Per-Object Privacy tool allowed users to control the audiences who could see the content they shared on Facebook. Facebook otherwise denies the allegations in Paragraph 358.

359. To the extent Paragraph 359 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 359, except admits that users had the ability to control how information they shared on Facebook is shared with other Facebook users and third-parties.

360. Facebook denies the allegations in Paragraph 360, except admits that users had the ability to control how the information they shared on Facebook is shared with other Facebook users and third-parties.

361. Facebook denies the allegations in Paragraph 361, except admits that it created a set of controls that gave users additional control over how information they shared on Facebook could be shared with applications, including applications used by their friends.

362. Facebook admits that it maintained App Settings controls, readily accessible to users, that allowed users to review and change how information they shared on Facebook was shared with apps they installed, as well as re-shared by their friends with apps their

friends installed. The App Settings page was accessible from a link on the user's Privacy Settings page. The label for this link varied slightly over time (*e.g.*, "Edit Settings," "Go to Apps Settings"). Facebook also provided multiple avenues through which users could access App Settings. The Privacy Tour described how users could learn more about "[c]ontrol[ling] who can access what, including what info your friends and others can bring with them in the apps and websites they use." The Privacy Tour also provided a link to a page in the Help Center that provided more information about app-related re-sharing and the relevant controls. Additionally, Facebook's SRR and Data Policy each provided links to the App Settings page. Facebook otherwise denies the allegations in Paragraph 362.

363. Facebook admits that users could reach the main App Settings interface by clicking on the "Apps" link from the Privacy Settings, which was renamed to "Apps" and "Apps and Websites" during the proposed Class Period. Facebook otherwise denies the allegations in Paragraph 363.

364. Facebook admits that it disclosed app-related re-sharing on the top-level settings page for apps (the "Apps Settings" page). The App Settings page stated: "People who can see your info can bring it with them when they use apps. Use this setting to control the categories of information people can bring with them." Users could click on the settings contained on this page to adjust their preferences. Facebook otherwise denies the allegations in Paragraph 364.

365. Facebook admits that users could click on the settings contained on the App Settings page to adjust their preferences. Facebook otherwise denies the allegations in Paragraph 365.

366. Facebook admits that prior to December 2009, the control to prevent sharing of information with third party app developers read "Do not share any information about me through the Facebook API." Facebook otherwise denies the allegations in Paragraph 366.



367. Facebook denies the allegations in Paragraph 367, except admits that it provided users with granular control over how information they shared on Facebook could be shared with third party applications. Facebook otherwise denies the allegations in Paragraph 367.

368. Facebook denies the allegations in Paragraph 368, except admits that these granular controls allowed users to control the categories of information that their friends could re-share, or prevent re-sharing altogether.

369. Facebook admits that the categories listed in the Apps Others Use settings corresponded to categories of content and information that apps could access, in accordance with users' and their friends' privacy and app settings and permissions. Facebook otherwise denies the allegations in Paragraph 369.

370. Facebook admits that users could individually select which fields they wished to share. Facebook otherwise denies the allegations in Paragraph 370.

371. Facebook denies the allegations in Paragraph 371, except admits that users could opt-out of Platform entirely to completely turn off sharing with third-party apps.

372. Facebook admits that users could turn off Platform through the App Settings page. Facebook otherwise denies the allegations in Paragraph 372.

373. Facebook denies the allegations in Paragraph 373, except admits that users were able prevent all access to their information by third-party App Developers by navigating to and selecting "Turn Off Platform."

374. Facebook denies the allegations in Paragraph 374.

375. To the extent Paragraph 375 purports to refer to public statements, Facebook respectfully refers the court to those statements, which speak for themselves, for a true and accurate statement of their contents. Facebook otherwise denies the allegations in Paragraph 375.

376. Facebook denies the allegations in Paragraph 376.

377. Facebook denies the allegations in Paragraph 377.

378. Facebook denies the allegations in Paragraph 378.

379. Facebook denies the allegations in Paragraph 379.

380. To the extent Paragraph 380 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 380.

381. To the extent Paragraph 381 purports to refer to the terms of the FTC's 2011 Complaint, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 381.

382. Facebook denies the allegations Paragraph 382.

383. Facebook denies the allegations in Paragraph 383.

384. Facebook admits that for users prior to November 2009, a user's name and network were designated as public. Facebook further admits that users could control access to the content and information they shared on Facebook through their privacy settings. Facebook otherwise denies the allegations in Paragraph 384.

385. Facebook denies the allegations in Paragraph 385.

386. Facebook denies the allegations in Paragraph 386.

387. Facebook admits that users can message other users through Facebook Messenger and can limit the audiences for certain content and information. Facebook otherwise denies the allegations in Paragraph 387.

388. Facebook denies the allegations in Paragraph 388, except admits that a user's name, profile picture, gender, friend list, city, and networks have been previously designated as public by default, but that users could change their settings to restrict the audience for their gender, friend list, city, and networks.

389. Facebook denies the allegations in Paragraph 389, except admits that Facebook began offering Privacy Check-Ups in 2014 to promote user engagement with their settings, including by providing links to the settings menu.

390. Facebook admits that Application Programming Interfaces or APIs, allow third-parties to interact with the Facebook platform. Facebook otherwise denies the allegations in Paragraph 390.

391. Facebook admits the allegations in Paragraph 391.

392. Facebook admits that in April 2018 it announced that it would be placing additional restrictions on App access to the Events API, Group API, and Pages API. Facebook otherwise denies the allegations in Paragraph 392.

393. Facebook admits that Facebook's Graph API is the primary way that third parties interact with the Facebook platform. Facebook otherwise denies the allegations in Paragraph 393.

394. Facebook admits that Facebook launched Graph API v1.0, on April 21, 2010. Facebook otherwise denies the allegations in Paragraph 394.

395. Facebook denies the allegations in Paragraph 395, except admits that the Facebook Platform allows third-party developers to build applications that interact with the Facebook website.

396. Facebook denies the allegations in Paragraph 396, but states that an API is a basic technology that enables two computing systems to "talk" to one another through the transmission of data, including "nodes" which generally refers to an "object" appearing on the Facebook Platform, and admits that Facebook uses APIs to allow third-party applications to interact with the Facebook website.

397. Facebook denies the allegations in Paragraph 397.

398. Facebook denies the allegations in Paragraph 398, except admits third-party developers who built applications on the Facebook Platform were able to request

permissions from individual users to access certain information that user shared on Facebook.

399. Facebook denies the allegations in Paragraph 399, except admits that third-party developers may be provided an “access token” to retrieve certain data through the Graph API.

400. To the extent Paragraph 400 purports to refer to a publicly available document or graphic, Facebook refers the Court to that document or graphic, which speaks for itself, for a true and correct representation of its contents. Facebook otherwise denies the allegations in Paragraph 400.

401. Facebook denies the allegations in Paragraph 401.

402. To the extent Paragraph 402 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 402.

403. Facebook denies the allegations in Paragraph 403.

404. Facebook denies the allegations in Paragraph 404.

405. Facebook denies the allegations in Paragraph 405.

406. To the extent Paragraph 406 purports to refer to a publicly available document or graphic, Facebook refers the Court to that document or graphic, which speaks for itself, for a true and correct representation of its contents. Facebook otherwise denies the allegations in Paragraph 406.

407. Facebook denies the allegations in Paragraph 407, except admits that when Facebook users choose to use their Facebook credentials to authenticate themselves to third-party applications, they consent to Facebook sharing certain basic information about them with that third-party application.

408. Facebook admits that Apps can access content and information that users share on Facebook in line with users' privacy and app settings and permissions. Facebook otherwise denies the allegations in Paragraph 408.

409. Facebook denies the allegations in Paragraph 409.

410. To the extent Paragraph 410 purports to refer to a publicly-accessible website, Facebook refers the Court to that website, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 410.

411. To the extent Paragraph 411 purports to refer to a graphic obtained from a publicly-accessible website, Facebook refers the Court to that website, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 410.

412. Facebook denies the allegations in Paragraph 412.

413. Facebook denies the allegations in Paragraph 413.

414. Facebook denies the allegations in Paragraph 414.

415. To the extent Paragraph 415 purports to refer to public statements made by third parties, Facebook refers the Court to those statements, which speaks for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 415.

416. Facebook denies the allegations in Paragraph 416, except admits that Users may view and share videos on the Facebook Platform.

417. Facebook denies the allegations in Paragraph 417, except admits that Facebook stores certain data pertaining to the videos accessible on the Facebook Platform.

418. To the extent Paragraph 418 purports to refer to public statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 418.

419. Facebook denies the allegations in Paragraph 419.

420. Facebook denies the allegations in Paragraph 420.

421. Facebook denies the allegations in Paragraph 421.

422. To the extent Paragraph 422 purports to refer to publicly-filed documents, Facebook refers the Court to those documents, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 422.

423. To the extent Paragraph 423 purports to refer to a publicly-accessible website, Facebook refers the Court to that website, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 423.

424. Facebook denies the allegations in Paragraph 424, except admits that Graph API functions are regularly updated—including in or around October 2015—and that these updates may include changes to the categories of data third-party application to which developers may request access.

425. Facebook denies the allegations in Paragraph 425.

426. Facebook denies the allegations in Paragraph 426.

427. Facebook denies the allegations in Paragraph 427, except admits that Facebook users have the ability to control how the information they choose to share on Facebook is shared with other Facebook users.

428. Facebook denies the allegations in Paragraph 428.

429. Facebook denies the allegations in Paragraph 429.

430. Facebook denies the allegations in Paragraph 430, except admits that it maintains a site that provides information oriented toward third party application developers. To the extent Paragraph 430 purports to refer to a publicly-accessible website, Facebook refers the Court to that website, which speaks for itself, for a true and correct statement of its contents.

431. To the extent Paragraph 431 purports to refer to a publicly-accessible website, Facebook refers the Court to that website, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 431.

432. To the extent Paragraph 432 purports to refer to a publicly-accessible website, Facebook refers the Court to that website, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 432.

433. Facebook denies the allegations in Paragraph 433.

434. To the extent Paragraph 434 purports to refer to a publicly-accessible website, Facebook refers the Court to that website, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 434.

435. To the extent Paragraph 435 purports to refer to a publicly-accessible website, Facebook refers the Court to that website, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 435.

436. To the extent Paragraph 436 purports to refer to a publicly-accessible website, Facebook refers the Court to that website, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 436.

437. To the extent Paragraph 437 purports to refer to a publicly-accessible website, Facebook refers the Court to that website, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 437.

438. Facebook denies the allegations in Paragraph 438, except admits that Facebook's Platform Policy is a document that governs Facebook's relationship with third-party applications. To the extent Paragraph 438 purports to characterize the contents of Facebook's Platform Policy, Facebook refers the Court to that document, which speaks for itself, for a true and accurate account of its contents.

439. Facebook denies the allegations in Paragraph 439.

440. Facebook denies the allegations in Paragraph 440.

441. To the extent Paragraph 441 purports to characterize the contents of an archived version of Facebook's Statement of Rights and Responsibilities, Facebook refers the Court to that document, which speaks for itself, for a true and accurate account of its contents. Facebook otherwise denies the allegations in Paragraph 441.

442. Facebook denies the allegations in Paragraph 442.

443. To the extent Paragraph 443 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook admits that the myPersonality app was developed on the Facebook Platform in 2007 by David Stillwell and Michal Kosinski. Facebook otherwise denies the allegations in Paragraph 443.

444. To the extent Paragraph 444 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 444 purports to refer to a publicly-accessible website, Facebook refers the Court to that website, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 444.

445. To the extent Paragraph 445 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 445.

446. To the extent Paragraph 446 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook admits that in November 2013, Aleksandr Kogan, a researcher affiliated with Cambridge University, launched a third-party application, thisisyourdigitallife, on the Facebook Platform that identified itself as a personality study for research purposes. Facebook otherwise denies the allegations in Paragraph 446.



447. Facebook denies the allegations in Paragraph 447, except admits that Joseph Chancellor was formerly a Facebook employee who was placed on administrative leave in 2018.

448. To the extent Paragraph 448 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 448.

449. To the extent Paragraph 449 asserts facts regarding other parties, Facebook is without knowledge and on that basis the allegations are denied. Facebook admits that the thisisyourdigitallife application was downloaded by approximately 300,000 Facebook users between November 2013 and December 2015, and otherwise denies the allegations in Paragraph 449.

450. To the extent Paragraph 450 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 450.

451. To the extent Paragraph 451 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 451 purports to refer to public statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 451.

452. Facebook admits that the thisisyourdigitallife application was downloaded by approximately 300,000 Facebook users between November 2013 and December 2015 and that Facebook has estimated that Dr. Kogan and GSR may have shared information in violation of Facebook's platform policies from up to 87 million Facebook users with third parties. Facebook otherwise denies the allegations in Paragraph 452.

453. To the extent Paragraph 453 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 453.

454. To the extent Paragraph 454 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 454 purports to refer to statements, publications, and/or publicly-accessible websites, Facebook refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 454 and footnote 146.

455. Facebook denies the allegations in Paragraph 455, except admits that Facebook entered into a Settlement Agreement and Mutual Release of Claims with Kogan and GSR in 2016.

456. To the extent Paragraph 456 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 456.

457. To the extent Paragraph 457 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 457.

458. To the extent Paragraph 458 purports to refer to a publicly available document or graphic, Facebook refers the Court to that document or graphic, which speaks for itself, for a true and correct representation of its contents. Facebook otherwise denies the allegations in Paragraph 458.

459. To the extent Paragraph 459 purports to refer to a publicly available third-party statement, Facebook refers the Court to that statement, which speaks for itself, for a true and correct representation of its contents. Facebook otherwise denies the allegations in Paragraph 459.

460. To the extent Paragraph 460 purports to refer to a publicly available third-party statement, Facebook refers the Court to that statement, which speaks for itself, for a true and correct representation of its contents. Facebook otherwise denies the allegations in Paragraph 460.

461. To the extent Paragraph 461 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 461 purports to refer to a publicly available third-party statement, Facebook refers the Court to that statement, which speaks for itself, for a true and correct representation of its contents. Facebook otherwise denies the allegations in Paragraph 461.

462. To the extent Paragraph 462 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 462 purports to refer to a publicly available third-party statement, Facebook refers the Court to that statement, which speaks for itself, for a true and correct representation of its contents. Facebook admits that Dr. Kogan and/or GSR requested extended permissions, including the read\_stream permission, in May 2014 and that Facebook denied that request. Facebook otherwise denies the allegations in Paragraph 462.

463. Facebook admits that in March 2018, it suspended the accounts of Strategic Communication Laboratories and Cambridge Analytica. To the extent Paragraph 463 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. To the extent Paragraph 463 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 463.

464. To the extent Paragraph 464 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents.

465. To the extent Paragraph 465 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents.

466. Facebook admits that its Chief Technology Officer Mike Schroepfer testified before the U.K. House of Commons. To the extent Paragraph 466 purports to refer to public statements or discovery responses, Facebook refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 466.

467. Facebook admits that, on April 9, 2018, it began to notify Facebook users as to whether their data may have been shared with Cambridge Analytica in conjunction with a broader effort to provide Facebook users with greater detail regarding the third-party applications that they had authorized. Facebook lacks sufficient information to confirm or deny the allegations as to Plaintiff Fischer. Facebook otherwise denies the allegations in Paragraph 467.

468. Facebook lacks sufficient information to confirm or deny the allegations as to Plaintiff Johnson. Facebook otherwise denies the allegations in Paragraph 468.

469. Facebook admits that the image in Paragraph 469 reflects the notice that certain users received in 2018. Facebook lacks sufficient information to confirm or deny the remaining allegations in Paragraph 469.

470. To the extent Paragraph 470 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 470 purports to refer to a publicly available third-party statement, Facebook refers the Court to that statement, which speaks for itself, for a true and correct representation of its contents. Facebook otherwise denies the allegations in Paragraph 470.

471. To the extent Paragraph 471 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 471.

472. Facebook admits that in March 2018 its attorneys began an internal App Developer Investigation as part of Facebook's response to the episode involving Cambridge Analytica, in anticipation of litigation regarding those events, and that this investigation is ongoing. Facebook further admits that it has suspended apps associated with about 400 developers, including many apps that are in the testing phase and not live on the Facebook platform. Facebook otherwise denies the allegations in Paragraph 472.

473. Facebook admits that Kogan violated Facebook's Platform Policies by sharing data from an app that was using Facebook Login with third-parties. Facebook otherwise denies the allegations in Paragraph 473.

474. To the extent Paragraph 474 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 474.

475. To the extent Paragraph 475 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 475.

476. To the extent Paragraph 476 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 476.

477. To the extent Paragraph 477 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents.

478. Facebook denies the allegations in Paragraph 478.

479. Facebook admits that it suspended AggregateIQ from the Facebook platform in April 2018 while Facebook investigated reports that Aggregate IQ was affiliated with SCL and may, as a result, have received Facebook user data in violation of Facebook's platform policies. Facebook further admits that it suspended Cubeyou from the Facebook Platform in April 2018 while Facebook investigated reports that Cubeyou had used data collected from Facebook for marketing purposes. Facebook otherwise denies the allegations in Paragraph 479.

480. Facebook admits that it suspended AggregateIQ from the Facebook platform in April 2018 while Facebook investigated reports that Aggregate IQ was affiliated with SCL and may, as a result, have received Facebook user data in violation of Facebook's platform policies. Facebook otherwise denies the allegations in Paragraph 480.

481. Facebook admits that it suspended Cubeyou from the Facebook Platform in April 2018 while Facebook investigated reports that Cubeyou used data collected from Facebook for marketing purposes. Facebook otherwise denies the allegations in Paragraph 481.

482. Facebook admits that it announced that as of September 20, 2019, it had suspended apps associated with approximately 400 developers as part of its ongoing App Developer Investigation. Facebook otherwise denies the allegations in Paragraph 482.

483. Facebook admits it has engaged companies to build Facebook integrations for a variety of devices, platforms, and products. Facebook further admits that it entered into contractual agreements with these integration partners to strictly limit their ability to access and use any Facebook data. Facebook further admits that it granted some

integration partners access to certain data for integrations that required functionalities not available through the Graph API. Facebook otherwise denies the allegations in Paragraph 483.

484. Facebook admits that the companies identified in Paragraph 484 have been Facebook integration partners, except denies that a company named Apply has been an integration partner. To the extent Paragraph 484 intends to refer to Apple, Inc., Facebook admits that Apple has been a Facebook integration partner.

485. To the extent Paragraph 484 purports to reference public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents.

486. Facebook admits that it has engaged companies to build Facebook integrations for a variety of devices, platforms, and products, including Blackberry, Huawei, Alibaba, Yahoo, and Yandex. Facebook further admits that it entered into contractual agreements with these integration partners to strictly limit their ability to access and use any Facebook data. Facebook otherwise denies the allegations in Paragraph 486.

487. Facebook denies the allegations in Paragraph 487.

488. Facebook admits that integration partners, like other apps, were able to access content and information of a user's Friends. Facebook admits that Sandy Parakilas was formerly an operations manager at Facebook. To the extent Paragraph 488 asserts facts regarding other parties, Facebook is without knowledge, and on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 488.

489. Facebook admits that integration partners, like other apps, were able to access content and information of a user's Friends. Facebook otherwise denies the allegations in Paragraph 489.

490. Facebook admits that integration partners, like other apps, were able to access content and information of a user's Friends. To the extent Paragraph 490 purports to

refer to public statements, Facebook respectfully refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 490.

491. Facebook admits that it assigns unique App IDs for Apps registered to the Facebook Platform. Facebook otherwise denies the allegations in Paragraph 491.

492. Facebook admits that integration partners, like other apps, were able to access Facebook user IDs. Facebook otherwise denies the allegations in Paragraph 492.

493. To the extent the allegations in Paragraph 494 assert facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 493.

494. To the extent Paragraph 494 purports to assert facts regarding public statements, Facebook respectfully refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 494.

495. To the extent Paragraph 495 purports to assert facts regarding public statements, Facebook respectfully refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 495.

496. Facebook admits that it granted a small number of Apps, which were not able to transition to Graph API 2.0 by April 30, 2015, one-time and short-term extensions to access certain user data after Facebook deprecated general access to Graph API 1.0. Facebook otherwise denies the allegations in Paragraph 496.

497. To the extent Paragraph 497 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 497 purports to refer to statements in a 2013 email, Facebook respectfully refers the



Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 497.

498. To the extent Paragraph 498 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 498.

499. To the extent Paragraph 499 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 499.

500. To the extent Paragraph 500 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 500.

501. Facebook admits that it granted a small number of Apps, who were not able to transition to Graph API 2.0 by April 30, 2015, one-time and short-term extensions to access certain user data after Facebook deprecated general access to Graph API 1.0. Facebook otherwise denies the allegations in Paragraph 501.

502. To the extent Paragraph 502 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 502.

503. Facebook denies the allegations in Paragraph 503.

504. To the extent Paragraph 504 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 504.

505. To the extent Paragraph 505 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 505.

506. Facebook admits that the companies listed in Paragraph 506 were granted one-time and short-term extensions to access certain user data after Facebook deprecated general access to Graph API 1.0 in 2015.

507. Facebook admits that it granted a small number of Apps, who were not able to transition to Graph API 2.0 by April 30, 2015, one-time extensions to access certain user data after Facebook deprecated general access to Graph API 1.0. Facebook further admits that the list it provided to Congress in June 2018 was complete to the best of Facebook's knowledge at the time, and that Facebook subsequently identified a small number of additional Apps which had been granted one-time extensions. Facebook otherwise denies the allegations in Paragraph 507.

508. To the extent Paragraph 508 purports to refer to public statements, Facebooks respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents.

509. Facebook denies the allegations in Paragraph 509.

510. To the extent Paragraph 510 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 510 purports to refer to internal emails, Facebook respectfully refers the Court to those documents, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 510.

511. To the extent Paragraph 511 purports to refer to internal emails, Facebook respectfully refers the Court to those documents, which speak for themselves, for a true

and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 511.

512. To the extent Paragraph 512 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents.

513. Facebook denies the allegations in Paragraph 513.

514. Facebook admits that users can set a non-public privacy designation for their Friends list. Facebook otherwise denies the allegations in Paragraph 514.

515. To the extent Paragraph 515 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook admits that it has engaged companies to build Facebook integrations for a variety of devices, platforms, and products. Facebook further admits that it entered into contractual agreements with integration partners to strictly limit their ability to access and use any Facebook data. Facebook otherwise denies the allegations in Paragraph 515.

516. To the extent Paragraph 516 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 516 purports to refer to documents and public statements, Facebook respectfully refers the Court to those documents and statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 516.

517. Facebook denies the allegations in Paragraph 517.

518. Facebook denies the allegations in Paragraph 518.

519. Facebook denies the allegations in Paragraph 519.

520. Facebook admits that it launched News Feed in 2006 and that the feature displayed some of a user's information in a feed to their Facebook friends. To the extent Paragraph 2520 purports to refer to public statements, Facebook respectfully refers the

Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 520.

521. Facebook admits that it launched the Beacon feature in 2007, which published certain information regarding users' activities on third-party websites to their Facebook News Feeds. To the extent Paragraph 521 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 521.

522. Facebook admits that in 2008, the Canadian Internet Policy and Public Interest Clinic ("CIPPIC") filed a complaint against Facebook with the Canadian Privacy Commissioner ("CPC") regarding certain data privacy issues. Facebook further admits that the CPC conducted a review of Facebook's privacy policies and that Facebook ultimately agreed to accept the CPC's recommendations for certain technological changes, including a new permissions model that would require Apps to specify the categories of information they wish to access and obtain express permission from users before any data is shared. Facebook otherwise denies the allegations in Paragraph 522.

523. Facebook denies the allegations in Paragraph 523.

524. Facebook admits that it updated its privacy settings in 2009. To the extent Paragraph 524 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 524.

525. To the extent the Paragraph purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 525.

526. To the extent Paragraph 526 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 526.

527. To the extent the Paragraph purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 527.

528. Facebook admits that it entered into a Consent Decree with the FTC which was finalized in 2012. To the extent Paragraph 528 refers to a public order, Facebook respectfully refers the Court to that order, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 528.

529. To the extent Paragraph 529 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook admits that the anonymous login feature was not broadly implemented. Facebook otherwise denies the allegations in Paragraph 529.

530. To the extent Paragraph 530 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise admits the allegations in Paragraph 530.

531. To the extent Paragraph 531 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 531.

532. Facebook denies the allegations in Paragraph 532.

533. To the extent Paragraph 533 refers to a 2016 memo, Facebook respectfully refers the Court to that memo, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 533.

534. Facebook denies the allegations in Paragraph 534.

535. Facebook denies the allegations in Paragraph 535.

536. Facebook denies the allegations in Paragraph 536.

537. Facebook denies the allegations in Paragraph 537.

538. To the extent Paragraph 538 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 538.

539. To the extent Paragraph 539 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 539.

540. To the extent Paragraph 540 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 540.

541. To the extent Paragraph 541 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 541.

542. To the extent Paragraph 542 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 542.

543. To the extent Paragraph 543 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 543.

544. To the extent Paragraph 544 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 544.

545. To the extent Paragraph 545 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 545.

546. To the extent Paragraph 546 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 546.

547. To the extent Paragraph 547 asserts facts regarding other parties, Facebook is without knowledge and, on that basis the allegations are denied. Facebook otherwise denies the allegations in Paragraph 547.

548. To the extent Paragraph 548 asserts facts regarding other parties, Facebook is without knowledge and, on that basis the allegations are denied. To the extent Paragraph 548 purports to refer to email statements, Facebook respectfully refers the Court to those emails, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 548.

549. Facebook denies the allegations in Paragraph 549.

550. To the extent Paragraph 550 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook admits that under the 2012 Consent Decree with the FTC, Facebook agreed to obtain initial and biennial assessments from a third-party professional regarding Facebook's privacy program. To the extent Paragraph 550 purports to refer to a letter, Facebook respectfully refers the Court to the letter, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 550.

551. To the extent Paragraph 551 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 551.

552. Facebook admits that Sandberg appeared before the United States Senate on or around September 4, 2018, that Sandberg was asked to release unredacted PwC assessments, and that Facebook did not publicly release unredacted PwC assessments in response to that request. Facebook otherwise denies the allegations in Paragraph 552.

553. Facebook denies the allegations in Paragraph 553.

554. To the extent Paragraph 554 purports to refer to public documents, Facebook respectfully refers the Court to those documents, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 554.

555. To the extent Paragraph 555 refers to the statements of other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 555.

556. Facebook denies the allegations in Paragraph 556.

557. To the extent Paragraph 557 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 557.

558. To the extent Paragraph 558 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook admits that in 2017, certain Apps could access users' friend lists, consistent with users' privacy and application settings and permissions. Facebook otherwise denies the allegations in Paragraph 558.

559. Facebook admits that Apps like Microsoft's Bing, Pandora, and Rotten Tomatoes could access user content and information, consistent with users' privacy and application



settings and permissions, in 2017. Facebook otherwise denies the allegations in Paragraph 559.

560. Facebook admits that in 2017 some Apps had access to Facebook unique user IDs, consistent with users' privacy and application settings and permissions. Facebook otherwise denies the allegations in Paragraph 560.

561. Facebook denies the allegations in Paragraph 561.

562. To the extent Paragraph 562 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 562.

563. Facebook denies the allegations in Paragraph 563.

564. Facebook admits that it implemented a comprehensive privacy program following its 2012 Consent Decree with the FTC. To the extent Paragraph 564 otherwise purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 564.

565. Facebook denies the allegations in Paragraph 565.

566. To the extent Paragraph 566 relates to an internal email, Facebook respectfully refers the Court to that documents, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 566.

567. To the extent Paragraph 567 relates to an internal email, Facebook respectfully refers the Court to that documents, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 567.

568. Facebook denies the allegations in Paragraph 568.

569. Facebook admits that Facebook's Platform Policy is a document governing Facebook's relationship with third-party applications. To the extent Paragraph 569 purports to characterize the contents of Facebook's Platform Policy, Facebook refers the

Court to that document, which speaks for itself, for a true and accurate account of its contents. Facebook otherwise denies the allegations in Paragraph 569.

570. To the extent Paragraph 570 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 570 purports to refer to a publicly available third-party statement, Facebook refers the Court to that statement, which speaks for itself, for a true and correct representation of its contents. Facebook otherwise denies the allegations in Paragraph 570.

571. Facebook denies the allegations in Paragraph 571.

572. Facebook admits that in May 2014, Alexander Kogan requested extended permissions for the thisisyourdigitallife app and that Facebook denied the request. Facebook further admits that the thisisyourdigitallife app retained access to certain user information through Graph API v1.0 until April 30, 2015. To the extent Paragraph 572 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 572.

573. To the extent Paragraph 573 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 573.

574. Facebook denies the allegations in Paragraph 574.

575. To the extent Paragraph 575 purports to refer to a publicly available article, Facebook refers the Court to that article, which speaks for itself, for a true and correct representation of its contents. Facebook admits that it conducted an internal investigation regarding Kogan, GSR, and Cambridge Analytica after the Guardian published a December 2015 article regarding Kogan and Cambridge Analytica and that in 2016 Facebook entered into a Settlement Agreement and Mutual Release of Claims with Kogan and GSR. Facebook otherwise denies the allegations in Paragraph 575.

576. To the extent Paragraph 576 asserts facts regarding other parties, Facebook is without knowledge and on that basis the allegations are denied. To the extent Paragraph 576 purports to refer to a publicly available third-party statement, Facebook refers the Court to that statement, which speaks for itself, for a true and correct representation of its contents. Facebook otherwise denies the allegations in Paragraph 576.

577. To the extent Paragraph 577 asserts facts regarding other parties, Facebook is without knowledge and on that basis the allegations are denied. To the extent Paragraph 577 purports to refer to a publicly available third-party statement, Facebook refers the Court to that statement, which speaks for itself, for a true and correct representation of its contents. Facebook otherwise denies the allegations in Paragraph 577.

578. Facebook denies the allegations in Paragraph 578.

579. Facebook denies the allegations in Paragraph 579.

580. Facebook denies the allegations in Paragraph 580.

581. Facebook denies the allegations in Paragraph 581.

582. Facebook denies the allegations in Paragraph 582.

583. Facebook denies the allegations in Paragraph 583.

584. Facebook denies the allegations in Paragraph 584.

585. To the extent Paragraph 585 asserts legal conclusions, no response is required.

To the extent Paragraph 585 purports to refer to the terms of Facebook's policies, Facebook respectfully refers the Court to those documents, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 585.

586. To the extent Paragraph 586 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 586.

587. Facebook admits that the SRR functioned as Facebook's terms of service and that it maintained a Data Policy, both of which have undergone revisions, but their disclosures

regarding data privacy have been consistently clear and accurate. Facebook otherwise denies the allegations in Paragraph 587.

588. To the extent Paragraph 588 asserts legal conclusions, no response is required. To the extent Paragraph 588 relates to the statement or actions of other parties, Facebook is without knowledge and, on that basis, denies the allegations. To the extent Paragraph 588 purports to refer to a publicly available third-party statement, Facebook refers the Court to that statement, which speaks for itself, for a true and correct representation of its contents. Facebook otherwise denies the allegations in Paragraph 588.

589. To the extent Paragraph 589 purports to refer to a statements in Facebook's SRR and Data Policy, Facebook refers the Court to those documents, which speaks for themselves, for a true and correct representation of their contents.

590. Paragraph 590 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 590.

591. Paragraph 591 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 591.

592. Facebook denies the allegations in Paragraph 592.

593. To the extent Paragraph 593 purports to refer to the terms of Facebook's SRR, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise admits that the SRR told users that "You own all of the content and information you post on Facebook, and you can control how it is shared through your privacy [hyperlinked] and application [hyperlinked] settings."

594. To the extent Paragraph 594 purports to refer to the terms of Facebook's Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook admits that its Data Policy explained how users could limit friends' sharing with third-party apps.

595. Facebook denies the allegations in Paragraph 595.

596. To the extent Paragraph 596 purports to refer to the terms of Facebook's Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 596.

597. To the extent Paragraph 597 purports to refer to the terms of Facebook's Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 597.

598. To the extent Paragraph 598 relates to the statements or actions of other parties, Facebook is without knowledge and, on that basis, denies the allegations. Facebook otherwise denies the allegations in Paragraph 598.

599. To the extent Paragraph 599 purports to refer to the terms of Facebook's Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 599.

600. Facebook denies the allegations in Paragraph 600.

601. Facebook denies the allegations in Paragraph 601.

602. Facebook denies the allegations in Paragraph 602.

603. To the extent Paragraph 603 purports to refer to the terms of Facebook's SRR, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 603.

604. To the extent Paragraph 604 purports to refer to the terms of Facebook's SRR, Facebook respectfully refers the Court to that document, which speaks for itself, for a

true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 604.

605. To the extent Paragraph 605 purports to refer to the terms of Facebook's SRR or Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 605.

606. To the extent Paragraph 606 purports to refer to the terms of Facebook's Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 606.

607. Facebook denies the allegations in Paragraph 607.

608. Facebook admits that metadata is a set of data that describes and gives information about other data. Facebook otherwise denies the allegations in Paragraph 608.

609. Facebook denies the allegations in Paragraph 609.

610. Facebook denies the allegations in Paragraph 610.

611. Facebook denies the allegations in Paragraph 611.

612. To the extent Paragraph 612 purports to characterize the contents of Facebook's SRR, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and accurate statement of its contents. Facebook otherwise denies the allegations in Paragraph 612.

613. To the extent Paragraph 613 asserts legal conclusions, no response is required. To the extent Paragraph 613 purports to characterize the contents of Facebook's SRR, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and accurate account of its contents. Facebook otherwise denies the allegations in Paragraph 613.

614. To the extent Paragraph 614 purports to characterize the contents of Facebook's SRR, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and accurate account of its contents. Facebook otherwise denies the allegations in Paragraph 614.

615. Facebook denies the allegations in Paragraph 615, but admits that Facebook entered into agreements with certain integration partners so that Facebook and those companies could offer Facebook users a way to receive Facebook or Facebook experiences on a variety of devices, operating systems, and other products.

616. To the extent Paragraph 616 purports to refer to the terms of Facebook's Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 616.

617. To the extent Paragraph 617 purports to refer to the terms of Facebook's Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. To the extent Paragraph 617 asserts facts regarding other parties, Facebook is without knowledge and on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 617.

618. Facebook denies the allegations in Paragraph 618.

619. To the extent Paragraph 619 purports to refer to the terms of Facebook's Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 619.

620. Facebook denies the allegations in Paragraph 620.

621. To the extent Paragraph 621 purports to refer to the terms of Facebook's SRR or Data Policy, Facebook respectfully refers the Court to that document, which speaks for

itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 621.

622. Facebook denies the allegations in Paragraph 622.

623. Facebook denies the allegations in Paragraph 623.

624. To the extent Paragraph 624 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 624.

625. To the extent Paragraph 625 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 625.

626. To the extent Paragraph 626 purports to refer to the terms of Facebook's Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 626.

627. To the extent Paragraph 627 purports to refer to the terms of Facebook's SRR or Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 627.

628. To the extent Paragraph 628 purports to refer to the terms of Facebook's Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 628.

629. To the extent Paragraph 629 purports to refer to the terms of Facebook's SRR, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 629.

630. To the extent Paragraph 630 purports to refer to the terms of Facebook's Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself,



for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 630.

631. To the extent Paragraph 631 purports to refer to the terms of Facebook's Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 631.

632. To the extent Paragraph 632 purports to refer to the terms of Facebook's Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 632.

633. To the extent Paragraph 633 purports to refer to the terms of Facebook's SRR, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 633.

634. Facebook denies the allegations in Paragraph 634.

635. To the extent Paragraph 635 purports to refer to the terms of Facebook's SRR or Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 635.

636. To the extent Paragraph 636 purports to refer to the terms of Facebook's Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 636.

637. To the extent Paragraph 637 purports to refer to the terms of Facebook's Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself,

for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 637.

638. To the extent Paragraph 638 purports to refer to the terms of Facebook's SRR or Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 638.

639. Facebook denies the allegations in Paragraph 639.

640. To the extent Paragraph 640 purports to refer to the terms of Facebook's SRR, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 640.

641. To the extent Paragraph 641 purports to refer to the terms of Facebook's SRR, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 641.

642. To the extent Paragraph 642 asserts legal conclusions, no response is required. To the extent Paragraph 642 purports to refer to publicly available documents, Facebook refers the Court to those documents, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 642.

643. To the extent Paragraph 643 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 643.

644. Facebook denies the allegations in Paragraph 644.

645. To the extent Paragraph 645 purports to refer to the contents of Facebook's sign-up page Facebook respectfully refers the Court to that document, which speaks for itself,

for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 645.

646. To the extent Paragraph 646 purports to refer to the contents of Facebook's sign-up page Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 646.

647. To the extent Paragraph 647 purports to refer to the contents of Facebook's sign-up page Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 647.

648. To the extent Paragraph 648 purports to refer to the contents of Facebook's sign-up page, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 648.

649. To the extent Paragraph 649 purports to refer to the contents of Facebook's sign-up page, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 649.

650. To the extent Paragraph 650 purports to refer to the contents of Facebook's sign-up page, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 650.

651. To the extent Paragraph 651 purports to refer to the terms of Facebook's SRR or Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 651.

652. To the extent Paragraph 652 purports to refer to the terms of Facebook's SRR or Data Policy, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 652.

653. To the extent Paragraph 653 purports to refer to the terms of Facebook's SRR, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 653.

654. To the extent Paragraph 654 purports to refer to the terms of Facebook's SRR, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 654.

655. To the extent Paragraph 655 purports to refer to the terms of Facebook's SRR, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 655.

656. To the extent Paragraph 656 purports to refer to the terms of Facebook's SRR, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 656.

657. Facebook denies the allegations in Paragraph 657. To complete the process of signing up for Facebook, all users agreed to the Data Policy. Additionally, even after sign-up, the Data Policy was always easily accessible from every page on Facebook, and many of Facebook's other disclosures provided links to it.

658. Facebook denies the allegations in Paragraph 658, except admits that the Data Policy was always easily accessible from every page on Facebook.

659. Facebook denies the allegations in Paragraph 659, except admits that the Data Policy was always easily accessible from every page on Facebook.

660. Facebook denies the allegations in Paragraph 660, except admits that the Data Policy was always easily accessible from every page on Facebook.

661. Facebook denies the allegations in Paragraph 661, except admits that the Data Policy was always easily accessible from every page on Facebook.

662. Facebook denies the allegations in Paragraph 662, except admits that the Data Policy was always easily accessible from every page on Facebook.

663. Facebook denies the allegations in Paragraph 663, except admits that the Data Policy was always easily accessible from every page on Facebook.

664. Facebook denies the allegations in Paragraph 664, except admits that the Data Policy was always easily accessible from every page on Facebook.

665. Facebook denies the allegations in Paragraph 665.

666. Facebook denies the allegations in Paragraph 666.

667. Facebook denies the allegations in Paragraph 667.

668. Facebook denies the allegations in Paragraph 668.

669. Facebook denies the allegations in Paragraph 669.

670. To the extent Paragraph 670 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 670 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 670.

671. To the extent Paragraph 671 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 671 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 671.

672. To the extent Paragraph 672 purports to refer to the contents of the FTC's 2012 Consent Decree, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and accurate account of its contents. Facebook otherwise denies the allegations in Paragraph 672.

673. To the extent Paragraph 673 refers to public filings, Facebook respectfully refers the Court to those documents, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 673.

674. To the extent Paragraph 674 purports to refer to EPIC's complaint, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and accurate statement of its contents. Facebook otherwise denies the allegations in Paragraph 674.

675. To the extent Paragraph 675 purports to refer to the allegations in the FTC's 2011 Complaint, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its content. Facebook otherwise denies the allegations in Paragraph 675.

676. To the extent Paragraph 676 purports to refer to the terms of the FTC's 2012 Consent Decree, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. To the extent Paragraph 676 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied.

677. To the extent Paragraph 677 purports to refer to the terms of the 2012 Consent Decree, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its content.

678. To the extent Paragraph 678 purports to refer to the allegations in the FTC's Complaint, Facebook respectfully refers the Court to that document, which speaks for

itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 678.

679. To the extent Paragraph 679 purports to refer to the terms of the 2012 Consent Decree, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 679.

680. To the extent Paragraph 680 asserts facts regarding other parties, Facebook is without knowledge and, on that basis the allegations are denied. Facebook otherwise denies the allegations in Paragraph 680.

681. To the extent Paragraph 681 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 681.

682. Facebook admits that a proposed settlement agreement, including a modified Consent Decree, is pending approval before the U.S. District Court for the District of Columbia. Facebook otherwise denies the allegations in Paragraph 682.

683. To the extent Paragraph 683 purports to refer to the DCMS Committee's report, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its content. Facebook otherwise denies the allegations in Paragraph 683.

684. To the extent Paragraph 684 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 684 purports to refer to the DCMS Committee's report, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its content. Facebook otherwise denies the allegations in Paragraph 684.

685. To the extent Paragraph 685 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 685, except admits that apps were given a one-year period from 2014 to 2015 in which to transition to Graph API v2.0. After the April 30, 2015 transition deadline, Facebook began deprecating Graph API v1.0 and within one month, only a small number of apps that needed more time to transition could potentially access friend data through Graph API v1.0. Nearly all of these apps lost access to Graph API v1.0 by December 31, 2015, with the numbers dwindling even further by the end of 2016.

686. To the extent Paragraph 686 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. To the extent Paragraph 686 purports to refer to the DCMS Committee's report, Facebook respectfully refers the Court to that document, which speaks for itself, for a true and correct statement of its content. Facebook otherwise denies the allegations in Paragraph 686.

687. To the extent Paragraph 687 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 687.

688. To the extent Paragraph 688 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 688.

689. To the extent Paragraph 689 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 689.



690. To the extent Paragraph 690 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 690 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 690.

691. To the extent Paragraph 691 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 691 purports to refer to a publicly available third-party statement, Facebook refers the Court to that statement, which speaks for itself, for a true and correct representation of its contents. Facebook otherwise denies the allegations in Paragraph 691 except admits that the ICO issued a £500,000 fine against Facebook.

692. To the extent Paragraph 692 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 692 purports to refer to a publicly available third-party statement, Facebook refers the Court to that statement, which speaks for itself, for a true and correct representation of its contents. Facebook otherwise denies the allegations in Paragraph 692.

693. To the extent Paragraph 693 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 693 purports to refer to a publicly available third-party statement, Facebook refers the Court to that statement, which speaks for itself, for a true and correct representation of its contents. Facebook otherwise denies the allegations in Paragraph 693.

694. To the extent Paragraph 694 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 694 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 694.

695. To the extent Paragraph 695 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 695 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 695, except admits that the AGCM fined Facebook €10 million.

696. To the extent Paragraph 696 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 696.

697. To the extent Paragraph 697 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 697 purports to refer to a publicly-filed document, Facebook refers the Court to that document, which speaks for itself, for a true and correct representation of its contents. Facebook admits that, on December 29, 2018, the District of Columbia filed a Complaint for Violations of the Consumer Protection Procedures Act against Facebook Inc. in the Superior Court for the District of Columbia, but otherwise denies the allegations in Paragraph 696.

698. Facebook admits that certain state attorneys general have investigated Facebook relating to user privacy and that certain other attorneys general have joined their investigations. Facebook otherwise denies the allegations in Paragraph 698.

699. Facebook denies the allegations in Paragraph 699.

700. Facebook admits that, in or around 2012, it was the defendant in a class action suit styled as *Fraley v. Facebook Inc.*, which related to Facebook's "Sponsored Stories" and that this case ultimately settled. Facebook otherwise denies the allegations in Paragraph 700.

701. Facebook admits that a class-action lawsuit styled as *In re Facebook Biometric Information Privacy Litigation* was filed against Facebook and relates to Facebook’s photo-scanning technology. Facebook otherwise denies the allegations in Paragraph 701.

702. Facebook admits that the Belgium commission for the protection of privacy sued Facebook in a Belgian court for claims arising out of Facebook’s use of certain “cookie” technology and that the Belgian court issued a judgment against Facebook in 2018.

Facebook otherwise denies the allegations in Paragraph 702.

703. To the extent Paragraph 703 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 703 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 703.

704. To the extent Paragraph 704 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 704 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 704, except admits that the French Commission Nationale de l’Informatique et des Libertés (CNIL) fined Facebook €150,000 in 2017.

705. To the extent Paragraph 705 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook admits it was fined \$122 million by the European Union’s antitrust commission for alleged violations of the European Union’s merger rules, but otherwise denies the allegations in Paragraph 705.

706. To the extent Paragraph 706 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph

706 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 706, except admits that the AEPD fined Facebook €1.2 million in 2017.

707. To the extent Paragraph 707 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 707 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 707.

708. To the extent Paragraph 708 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 708 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 708.

709. To the extent Paragraph 709 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 709 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 709.

710. To the extent Paragraph 710, including subparts (a) through (k), asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 710, including subparts (a) through (k), purports to refer or summarize a publicly-available report and the documents cited therein, Facebook refers the Court to that report, which speaks for itself, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 710, including subparts (a) through (k).

711. To the extent Paragraph 711 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 711.

712. To the extent Paragraph 712 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 712.

713. To the extent Paragraph 713 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 713.

714. To the extent Paragraph 714 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 714.

715. To the extent Paragraph 715 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. To the extent Paragraph 715 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 715.

716. To the extent Paragraph 716 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 716 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 716.

717. Facebook denies the allegations in Paragraph 717.

718. To the extent Paragraph 718 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 718 except admits that Mr. Zuckerberg is able to exercise voting rights with respect to a majority of the voting power of Facebook's outstanding capital stock.

719. To the extent Paragraph 719 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 719.

720. To the extent Paragraph 720 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 720.

721. To the extent Paragraph 721 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 721.

722. To the extent Paragraph 722 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 722.

723. To the extent Paragraph 723 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 723.

724. To the extent Paragraph 724 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 724.

725. To the extent Paragraph 725 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 725.

726. To the extent Paragraph 726 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 726.

727. To the extent Paragraph 727 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 727.

728. To the extent Paragraph 728 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 728.

729. To the extent Paragraph 729 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 729.

730. To the extent Paragraph 730 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and

correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 730.

731. To the extent Paragraph 731 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 731.

732. Facebook denies the allegations in Paragraph 732.

733. To the extent Paragraph 733 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 733.

734. To the extent Paragraph 734 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 734.

735. To the extent Paragraph 735 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 735 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 735.

736. To the extent Paragraph 736 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 736.

737. To the extent Paragraph 737 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and



correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 737.

738. To the extent Paragraph 738 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 738.

739. To the extent Paragraph 739 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 739.

740. To the extent Paragraph 740 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 740.

741. To the extent Paragraph 741 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 741.

742. Facebook denies the allegations in Paragraph 742, except admits that Mr. Zuckerberg is responsible for setting the overall direction and product strategy for Facebook.

743. Facebook denies the allegations in Paragraph 743.

744. To the extent Paragraph 744 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 744.

745. To the extent Paragraph 745 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 745.

746. Facebook denies the allegations in Paragraph 746.

747. Facebook denies the allegations in Paragraph 747.

748. To the extent Paragraph 748 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 748.

749. To the extent Paragraph 749 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 749.

750. To the extent Paragraph 750 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 750.

751. Facebook denies the allegations in Paragraph 751.

752. To the extent Paragraph 752 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 752 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 752.

753. To the extent Paragraph 753 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 753 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 753.

754. To the extent Paragraph 754 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 754 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 754.

755. To the extent Paragraph 755 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 755 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 755.

756. To the extent Paragraph 756 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 756 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 756.

757. To the extent Paragraph 757 assert legal conclusions, no response is necessary. Facebook otherwise denies the allegations in Paragraph 757.

758. To the extent Paragraph 758 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 758 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 758.

759. To the extent Paragraph 759 asserts facts regarding other parties, Facebook is without knowledge and on that basis the allegations are denied. To the extent Paragraph 759 purports to refer to third-party statements, Facebook refers the Court to those

statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 759.

760. Facebook admits that, on July 24, 2018, the Attorney General for Washington State announced that his office had signed a binding agreement with Facebook relating to third-party advertising on the Facebook Platform. Facebook also admits the U.S. Department of Housing and Urban Development filed a Complaint against Facebook under the Fair Housing Act also related to third-party advertising on August 13, 2018. To the extent Paragraph 760 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 760.

761. To the extent Paragraph 761 refers to the motivations of third parties, Facebook is without knowledge and, on that basis, the allegations are denied.

762. To the extent Paragraph 762 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 762.

763. To the extent Paragraph 763 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 763 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 763.

764. To the extent Paragraph 764 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 764 purports to refer to third-party statements, Facebook refers the Court to those

statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 764.

765. Facebook denies the allegations in Paragraph 765.

766. To the extent Paragraph 766 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 766 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 766.

767. To the extent Paragraph 767 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 767 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 767.

768. Facebook denies the allegations in Paragraph 768.

769. To the extent Paragraph 769 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 769 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 769.

770. To the extent Paragraph 770 asserts facts regarding other parties, Facebook is without knowledge, and on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 770.

771. To the extent Paragraph 771 purports to refer to public statements, Facebook respectfully refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 771.

772. To the extent Paragraph 772 asserts facts regarding other parties, Facebook is without knowledge, and on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 772.

773. To the extent Paragraph 773 asserts facts regarding other parties, Facebook is without knowledge, and on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 773.

774. To the extent Paragraph 774 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 774.

775. To the extent Paragraph 775 purports to refer to public statements, Facebook respectfully refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 775.

776. To the extent Paragraph 776 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 776.

777. To the extent Paragraph 777 assert legal conclusions, no response is necessary. Facebook otherwise denies the allegations in Paragraph 777.

778. Facebook denies the allegations in Paragraph 778.

779. Facebook denies the allegations in Paragraph 779.

780. Facebook denies the allegations in Paragraph 780.

781. Facebook denies the allegations in Paragraph 781.

782. Facebook denies the allegations in Paragraph 782.

783. Facebook denies the allegations in Paragraph 783.

784. To the extent Paragraph 784 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 784.

785. Facebook denies the allegations in Paragraph 785.

786. Facebook denies the allegations in Paragraph 786.

787. Facebook denies the allegations in Paragraph 787.

788. To the extent Paragraph 789 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 788.

789. Facebook denies the allegations in Paragraph 789.

790. To the extent Paragraph 790 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 790.

791. To the extent Paragraph 791 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 791.

792. To the extent Paragraph 792 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 792.

793. Facebook denies the allegations in Paragraph 793.

794. Facebook denies the allegations in Paragraph 794.

795. Facebook denies the allegations in Paragraph 795.

796. Facebook denies the allegations in Paragraph 796.

797. To the extent Paragraph 797 purports to refer to Facebook's Statement of Rights And Responsibilities and public statements, Facebook respectfully refers the Court to that

document and public statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 798.

798. To the extent Paragraph 798 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 798.

799. Facebook denies the allegations in Paragraph 799.

800. To the extent Paragraph 800 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 800.

801. Facebook denies the allegations in Paragraph 801.

802. Facebook denies the allegations in Paragraph 802.

803. To the extent Paragraph 803 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 803 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 803.

804. Facebook denies the allegations in Paragraph 804.

805. Facebook denies the allegations in Paragraph 805, except admits that it conducted an investigation into Cambridge Analytica and the thisisyourdigitallife app following the publication of the Guardian's December 2015 article.

806. Facebook denies the allegations in Paragraph 806.

807. Facebook denies the allegations in Paragraph 807, except admits that Facebook entered into a Settlement Agreement and Mutual Release of Claims with Kogan and GSR in 2016.

808. To the extent Paragraph 808 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and



correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 808.

809. To the extent Paragraph 809 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 809 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 809.

810. To the extent Paragraph 810 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 810 purports to refer to third-party statements, Facebook refers the Court to those statements, which speak for themselves, for a true and correct representation of their contents. Facebook otherwise denies the allegations in Paragraph 810.

811. To the extent Paragraph 811 purports to refer to public statements, Facebook refers the Court to those public statements, which speak for themselves, for a true and correct statement of their contents. Facebook admits that, on April 9, 2018, it began to notify Facebook users as to whether their data may have been shared with Cambridge Analytica in conjunction with a broader effort to provide Facebook users with greater detail regarding the third-party applications that they had authorized. Facebook otherwise denies the allegations in Paragraph 811.

812. Facebook admits that its Terms of Service provide for claims relating to Facebook's terms or products to be resolved exclusively in the U.S. District Court for the Northern District of California or in a California state court in San Mateo County.

813. Facebook admits that the Terms of Service contain a California choice-of-law provision.

814. Paragraph 814 contains conclusions of law for which no response is required.

815. Facebook incorporates by reference its responses to Paragraphs 1-814.

816. Paragraph 816 contains conclusions of law for which no response is required.

817. Paragraph 817 contains conclusions of law for which no response is required.

818. Paragraph 818 contains conclusions of law for which no response is required.

819. Paragraph 819 contains conclusions of law for which no response is required.

820. Paragraph 820 contains legal conclusions to which no response is required.

Facebook otherwise denies the allegations in Paragraph 820.

821. Paragraph 821 contains legal conclusions to which no response is required.

Facebook otherwise denies the allegations in Paragraph 821.

822. Paragraph 822 contains legal conclusions to which no response is required.

Facebook otherwise denies the allegations in Paragraph 822.

823. Paragraph 823 contains legal conclusions to which no response is required.

Facebook otherwise denies the allegations in Paragraph 823.

824. Paragraph 824 contains legal conclusions to which no response is required.

Facebook otherwise denies the allegations in Paragraph 824.

825. Paragraph 825 contains legal conclusions to which no response is required.

Facebook otherwise denies the allegations in Paragraph 825.

826. Paragraph 826 contains legal conclusions to which no response is required.

Facebook otherwise denies the allegations in Paragraph 826.

827. Paragraph 827 contains legal conclusions to which no response is required.

Facebook otherwise denies the allegations in Paragraph 827.

828. Paragraph 828 contains conclusions of law for which no response is required.

829. Facebook incorporates its responses to Paragraphs 1 to 828.

830. Paragraph 830 contains legal conclusions to which no response is required.

Facebook respectfully refers the Court to the text of the Stored Communications Act for its terms.

831. Paragraph 831 contains legal conclusions to which no response is required. Facebooks respectfully refers the Court to the text of the Electronic Communications Privacy Act for its terms.

832. Paragraph 832 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 832.

833. Paragraph 833 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 833.

834. Paragraph 834 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 834.

835. To the extent Paragraph 835 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 835.

836. Paragraph 836 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 836.

837. Paragraph 837 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 837.

838. Paragraph 838 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 838.

839. Paragraph 839 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 839.

840. Paragraph 840 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 840.

841. Paragraph 841 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 841.

842. Paragraph 842 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 842.

843. Paragraph 843 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 843.

844. Paragraph 844 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 844.

845. Paragraph 845 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 845.

846. Paragraph 846 contains legal conclusions to which no response is required. To the extent Paragraph 846 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 846.

847. Paragraph 847 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 847.

848. Paragraph 848 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 848.

849. To the extent Paragraph 849 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 849.

850. To the extent Paragraph 850 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 850.

851. To the extent Paragraph 851 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 851.

852. To the extent Paragraph 852 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 852.

853. To the extent Paragraph 853 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 853.

854. Paragraph 854 contains legal conclusions for which no response is required. Facebook otherwise denies the allegations in Paragraph 854.

855. Paragraph 855 contains legal conclusions for which no response is required. Facebook otherwise denies the allegations in Paragraph 855.

856. Paragraph 856 contains legal conclusions for which no response is required. Facebook otherwise denies the allegations in Paragraph 856.

857. Paragraph 857 contains legal conclusions for which no response is required. Facebook otherwise denies the allegations in Paragraph 857.

858. Paragraph 858 contains legal conclusions for which no response is required. Facebook otherwise denies the allegations in Paragraph 858.

859. Facebook incorporates its responses to Paragraphs 1-858.

860. Paragraph 860 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 860.

861. Paragraph 861 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 861.

862. Paragraph 862 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 862.

863. To the extent Paragraph 863 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 863.

864. To the extent Paragraph 864 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 864.

865. Paragraph 865 contains legal conclusions for which no response is required. Facebook otherwise denies the allegations in Paragraph 865.

866. To the extent Paragraph 866 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 866.

867. To the extent Paragraph 867 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 867.

868. To the extent Paragraph 868 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 868.

869. To the extent Paragraph 869 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 869.

870. Paragraph 870 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 870.

871. Paragraph 871 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 871.

872. Paragraph 872 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 872.

873. Paragraph 873 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 873.

874. Paragraph 874 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 874.

875. Paragraph 875 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 875.

876. Paragraph 876 contains no allegations and thus no response is required.

877. Facebook incorporates its responses to Paragraphs 1 to 876.

878. Paragraph 878 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 878.

879. Paragraph 879 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 879.

880. To the extent Paragraph 880 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 880.

881. To the extent Paragraph 881 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 881.

882. To the extent Paragraph 882 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 882.

883. To the extent Paragraph 883 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 883.

884. To the extent Paragraph 884 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 884.

885. To the extent Paragraph 885 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 885.

886. To the extent Paragraph 886 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 886.

887. To the extent Paragraph 887 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 887.

888. To the extent Paragraph 888 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 888.

889. To the extent Paragraph 889 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 889.

890. To the extent Paragraph 890 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 890.

891. Facebook denies the allegations in Paragraph 891.

892. Facebook denies the allegations in Paragraph 892.

893. Facebook denies the allegations in Paragraph 893.

894. Facebook denies the allegations in Paragraph 894.

895. To the extent Paragraph 895 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 895.

896. To the extent Paragraph 896 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 896.

897. To the extent Paragraph 897 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 897.

898. To the extent Paragraph 898 asserts legal conclusions, no response is required. To the extent Paragraph 898 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 898.

899. To the extent Paragraph 899 asserts legal conclusions, no response is required. To the extent Paragraph 899 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 899.

900. To the extent Paragraph 900 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 900.

901. To the extent Paragraph 901 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 901.

902. To the extent Paragraph 902 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 902.

903. To the extent Paragraph 903 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 903.

904. To the extent Paragraph 904 asserts legal conclusions, no response is required. To the extent Paragraph 904 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 904.

905. To the extent Paragraph 905 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 905.



906. To the extent Paragraph 906 asserts legal conclusions, no response is required. To the extent Paragraph 906 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 906.

907. To the extent Paragraph 907 asserts legal conclusions, no response is required. To the extent Paragraph 907 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 907.

908. To the extent Paragraph 908 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 908.

909. To the extent Paragraph 909 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 909.

910. Paragraph 910 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 910.

911. To the extent Paragraph 911 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 911.

912. Facebook incorporates its responses to Paragraphs 1 to 911.

913. The allegations in Paragraph 913 contain conclusions of law for which no response is required.

914. To the extent Paragraph 914 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 914.

915. To the extent Paragraph 915 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 915 contains legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 915.

916. To the extent Paragraph 916 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 916.

917. To the extent Paragraph 917 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 917.

918. To the extent Paragraph 918 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 918.

919. To the extent Paragraph 919 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 919.

920. To the extent Paragraph 920 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 920.

921. To the extent Paragraph 921 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 921.

922. To the extent Paragraph 922 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 922.

923. Facebook incorporates its responses to Paragraphs 1 to 922.

924. The allegations in Paragraph 924 contain conclusions of law for which no response is required.

925. To the extent Paragraph 925 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 925.

926. To the extent Paragraph 926 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph 926 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 926.

927. To the extent Paragraph 927 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. To the extent Paragraph

927 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 927.

928. To the extent Paragraph 928 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 928.

929. To the extent Paragraph 929 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 929.

930. To the extent Paragraph 930 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 930.

931. To the extent Paragraph 931 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 931.

932. To the extent Paragraph 932 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 932.

933. To the extent Paragraph 933 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 933.

934. To the extent Paragraph 934 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 934.

935. To the extent Paragraph 935 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 935.

936. Facebook incorporates its responses to Paragraphs 1 to 935.

937. To the extent Paragraph 937 asserts legal conclusions, no response is required. Facebook denies the allegations in Paragraph 937, except admits that users agree to and are contractually bound by Facebook's Statement of Rights and Responsibilities and Terms of Service.

938. To the extent Paragraph 938 asserts legal conclusions, no response is required. To the extent Paragraph 938 purports to refer to public statements, Facebook respectfully

refers the Court to those statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 938.

939. To the extent Paragraph 939 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 939.

940. To the extent Paragraph 940 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 940.

941. To the extent Paragraph 941 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 941.

942. To the extent Paragraph 942 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 942.

943. To the extent Paragraph 943 asserts legal conclusions, no response is required. Facebook denies the allegations in Paragraph 943, except admits that GSR launched an application on the Facebook Platform, which had access to certain Facebook user information via Graph API 1.0.

944. To the extent Paragraph 944 asserts legal conclusions, no response is required. To the extent Paragraph 944 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 944, except admits that Facebook's Platform Policies prohibit apps from selling user data.

945. To the extent Paragraph 945 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 945.

946. To the extent Paragraph 946 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 946.

947. To the extent Paragraph 947 asserts legal conclusions, no response is required. To the extent Paragraph 947 purports to refer to Facebook's Statement of Rights and

Responsibilities and Terms of Service, Facebook respectfully refers the Court to those documents, which speak for themselves, for a true and correct statement of their contents.

Facebook otherwise denies the allegations in Paragraph 947.

948. To the extent Paragraph 948 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 948.

949. To the extent Paragraph 949 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 949.

950. To the extent Paragraph 950 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 950.

951. Facebook incorporates its responses to Paragraphs 1 to 950.

952. Paragraph 952 contains legal conclusions to which no response is required.

953. Paragraph 953 contains legal conclusions to which no response is required.

Facebook otherwise denies the allegations in Paragraph 953.

954. To the extent Paragraph 954 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 954.

955. To the extent Paragraph 955 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 955, except admits that it earns revenues from selling targeted ads.

956. To the extent Paragraph 956 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 956.

957. To the extent Paragraph 957 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 957.

958. To the extent Paragraph 958 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 958.

959. To the extent Paragraph 959 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 959.

960. To the extent Paragraph 960 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 960.

961. To the extent Paragraph 961 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 961.

962. To the extent Paragraph 962 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 962.

963. To the extent Paragraph 963 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 963.

964. To the extent Paragraph 964 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 964.

965. To the extent Paragraph 965 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 965.

966. To the extent Paragraph 966 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 966.

967. Paragraph 967 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 967.

968. Paragraph 968 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 968.

969. Facebook incorporates its responses to Paragraphs 1 to 968.

970. The allegations in Paragraph 970 contain conclusions of law for which no response is required.

971. Paragraph 971 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 971.

972. To the extent Paragraph 972 asserts legal conclusions, no response is required. To the extent Paragraph 972 asserts facts regarding other parties, Facebook is without

knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 972.

973. Paragraph 973 contains legal conclusions to which no response is required.

Facebook otherwise denies the allegations in Paragraph 973.

974. Paragraph 973 contains legal conclusions to which no response is required.

Facebook otherwise denies the allegations in Paragraph 974.

975. To the extent Paragraph 975 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 975.

976. To the extent Paragraph 976 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 976.

977. Paragraph 977 contains legal conclusions to which no response is required.

Facebook otherwise denies the allegations in Paragraph 977.

978. To the extent Paragraph 978 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 978.

979. To the extent Paragraph 979 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 979.

980. To the extent Paragraph 980 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 980.

981. The allegations in Paragraph 981 contain conclusions of law for which no response is required.

982. To the extent Paragraph 982 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 982.

983. Facebook denies the allegations in Paragraph 983, except admits that Facebook calculates Average Revenue Per User.

984. To the extent Paragraph 984 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 984.

985. To the extent Paragraph 985 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 985.

986. To the extent Paragraph 986 asserts legal conclusions, no response is required. To the extent Paragraph 986 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 986.

987. To the extent Paragraph 987 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 987.

988. To the extent Paragraph 988 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 988.

989. To the extent Paragraph 989 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 989.

990. Paragraph 990 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 990.

991. Paragraph 991 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 991.

992. Paragraph 992 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 992.

993. Facebook incorporates its responses to Paragraphs 1 to 992.

994. The allegations in Paragraph 994 contain conclusions of law for which no response is required.

995. The allegations in Paragraph 995 contain conclusions of law for which no response is required.

996. To the extent Paragraph 996 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 996.



997. To the extent Paragraph 997 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 997.

998. To the extent Paragraph 998 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 998.

999. To the extent Paragraph 999 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 999.

1000. To the extent Paragraph 1000 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 1000.

1001. To the extent Paragraph 1001 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 1001.

1002. To the extent Paragraph 1002 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 1002.

1003. To the extent Paragraph 1003 asserts legal conclusions, no response is required. To the extent Paragraph 1003 asserts facts regarding other parties, Facebook is without knowledge and, on that basis, the allegations are denied. Facebook otherwise denies the allegations in Paragraph 1003.

1004. The allegations in Paragraph 1004 contain conclusions of law for which no response is required. Facebook otherwise denies the allegations in Paragraph 1004.

1005. Paragraph 1005 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 1005.

1006. Paragraph 1006 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 1006.

1007. Facebook incorporates its responses to Paragraphs 1 to 1006.

1008. The allegations in Paragraph 1008 contain conclusions of law for which no response is required.

1009. The allegations in Paragraph 1009 contain conclusions of law for which no response is required.

1010. To the extent Paragraph 1010 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 1010.

1011. To the extent Paragraph 1011 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 1011.

1012. To the extent Paragraph 1012 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 1012.

1013. To the extent Paragraph 1013 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 1013.

1014. To the extent Paragraph 1014 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 1014.

1015. Paragraph 1015 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 1015.

1016. Paragraph 1016 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 1016.

1017. Facebook incorporates its responses to Paragraphs 1 to 1016.

1018. Paragraph 1018 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 1018.

1019. Facebook admits that Facebook and users mutually agreed to and are bound by Facebook's Statement of Rights and Responsibilities and Terms of Service.

1020. Paragraph 1020 contains legal conclusions to which no response is required.

1021. To the extent Paragraph 1021 purports to refer to Facebook's Statement of Rights and Responsibilities, Facebook respectfully refers the Court to that documents, which speaks for itself, for a true and correct statement of its contents. Facebook otherwise denies the allegations in Paragraph 1021.

1022. To the extent Paragraph 1022 purports to refer to public documents or statements, Facebook respectfully refers the Court to those documents or statements, which speak for themselves, for a true and correct statement of their contents. Facebook otherwise denies the allegations in Paragraph 1022.

1023. Paragraph 1023 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 1023.

1024. Paragraph 1024 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 1024.

1025. To the extent Paragraph 1025 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 1025.

1026. To the extent Paragraph 1026 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 1026.

1027. Facebook denies the allegations in Paragraph 1027.

1028. To the extent Paragraph 1028 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 1028.

1029. To the extent paragraph 1029 asserts legal conclusions, not response is required. Facebook otherwise denies the allegations in Paragraph 1029.

1030. To the extent Paragraph 1030 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 1030.

1031. To the extent Paragraph 1031 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 1031.

1032. To the extent Paragraph 1032 asserts legal conclusions, no response is required. Facebook otherwise denies the allegations in Paragraph 1032.

1033. Facebook incorporates its responses to Paragraphs 1 to 1032.

1034. Paragraph 1034 contains legal conclusions to which no response is required. Facebook otherwise denies the allegations in Paragraph 1034.

1035. Paragraph 1035 contains legal conclusions to which no response is required.

Facebook otherwise denies the allegations in Paragraph 1035.

1036. Paragraph 1036 contains legal conclusions to which no response is required.

Facebook otherwise denies the allegations in Paragraph 1036.

1037. To the extent Paragraph 1037 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 1037.

1038. To the extent Paragraph 1038 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 1038.

1039. To the extent Paragraph 1039 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 1039.

1040. To the extent Paragraph 1040 asserts legal conclusions, no response is required.

Facebook otherwise denies the allegations in Paragraph 1040.

1041. Paragraph 1041 contains legal conclusions to which no response is required.

Facebook otherwise denies the allegations in Paragraph 1041.

1042. Paragraph 1042 contains legal conclusions to which no response is required.

Facebook otherwise denies the allegations in Paragraph 1042.

1043. – 1433. Paragraphs 1043 through 1433 contain allegations regarding non-prioritized claims to which no response is required.

#### **PRAYER FOR RELIEF**

As to Plaintiffs' prayer for relief, Defendant denies that Plaintiffs or the proposed class are entitled to any relief in this action.

1434. Paragraph 1434 states a conclusion of law for which no responsive pleading is required and which is therefore denied.

1435. Paragraph 1435 states a conclusion of law for which no responsive pleading is required and which is therefore denied.

1436. Paragraph 1436 states a conclusion of law for which no responsive pleading is required and which is therefore denied.

1437. Paragraph 1437 states a conclusion of law for which no responsive pleading is required and which is therefore denied.

1438. Paragraph 1438 states a conclusion of law for which no responsive pleading is required and which is therefore denied.

1439. Paragraph 1439 states a conclusion of law for which no responsive pleading is required and which is therefore denied.

1440. Paragraph 1440 states a conclusion of law for which no responsive pleading is required and which is therefore denied.

1441. Paragraph 1441 states a conclusion of law for which no responsive pleading is required and which is therefore denied.

#### **DEMAND FOR JURY TRIAL**

1442. Facebook admits that Plaintiffs purport to demand a trial by jury by the maximum number of jurors permitted by law.

#### **AFFIRMATIVE DEFENSES**

##### **FIRST AFFIRMATIVE DEFENSE**

##### **(Lack of Standing/Injury Requirement)**

Plaintiffs lack standing to bring each cause of action stated in the First Amended Consolidated Complaint (“Complaint”) because they were not injured as a result of the conduct alleged in the Complaint and have failed to adequately allege that they have suffered an “injury in fact,” as required to assert a “case or controversy” under Article III of the United States Constitution, or “lost money or property” as required by California’s Unfair Competition Law.

##### **SECOND AFFIRMATIVE DEFENSE**

**(Mootness/Ripeness)**

Plaintiffs' claims are moot and/or do not give rise to a right to judicial relief in light of the Federal Trade Commission's July 24, 2019, Stipulated Order for Civil Penalty, Monetary Judgment, and Injunctive Relief ("2019 Consent Decree"). To the extent Plaintiffs allege that the 2019 Consent Decree will not sufficiently remedy any alleged ongoing injuries, Plaintiffs' claims are not ripe.

**THIRD AFFIRMATIVE DEFENSE**

**(Complaint Uncertain)**

The Complaint, and each cause of action stated therein, is impermissibly uncertain, ambiguous, and unintelligible.

**FOURTH AFFIRMATIVE DEFENSE**

**(Statute of Limitations/Laches)**

Plaintiffs' causes of action are barred, in whole or in part, by the applicable statutes of limitations and/or by the equitable doctrine of laches. Plaintiffs became aware of their data-sharing claims no later than November 2011, when the Federal Trade Commission made public its 2012 consent decree with Facebook. Plaintiffs became aware of any claims arising related to the Cambridge Analytica events no later than October 2015, when those events were publicized in *The Guardian*.

**FIFTH AFFIRMATIVE DEFENSE**

**(Consent)**

The Complaint, and each cause of action stated therein, is barred in whole or in part because Plaintiffs consented to Facebook's data-sharing practices and were specifically notified of the potential of, and agreed Facebook would not bear responsibility for, third-party misconduct. This information was fully disclosed in Facebook's terms of service and data use policy, which all users agree to by using Facebook's services, regardless of the particular date that they joined

Facebook. Plaintiffs further implicitly consented to the alleged conduct because they were put on notice of the alleged conduct through Facebook's non-contractual disclosures.

**SIXTH AFFIRMATIVE DEFENSE**

**(Causation)**

The Complaint, and each cause of action stated therein, is barred in whole or in part because each and every harm alleged by Plaintiffs, if any, was not proximately caused by any unlawful act by Facebook. Rather, the harms Plaintiffs allegedly suffered, if any, were caused by superseding and intervening causes including factors, persons, or entities other than Facebook. Facebook explicitly notified users of the potential for data misuse by third parties that Facebook does not control in its terms of service and data use policy.

**SEVENTH AFFIRMATIVE DEFENSE**

**(Third Parties)**

The Complaint, and each cause of action stated therein, is barred in whole or in part with respect to the conduct, actions, and/or omissions of any third parties because Facebook is not responsible for, does not maintain control over, and did not purport to maintain control or responsibility over the conduct, actions, and/or omissions of third parties.

**EIGHTH AFFIRMATIVE DEFENSE**

**(No Personally Identifiable Information)**

Plaintiffs' causes of action are bared, in whole or in part, because Facebook did not share any of Plaintiffs' personally identifiable information and did not share data in a manner that allowed it to be identified with Plaintiffs.

**NINTH AFFIRMATIVE DEFENSE**

**(No Actual Reliance)**

The Complaint, and each cause of action stated therein, is barred in whole or in part because Plaintiffs did not actually rely upon any alleged misrepresentations or nondisclosures of material facts made by Facebook. To that end, even when Plaintiffs allegedly learned of the purported

misrepresentations and/or nondisclosures, Plaintiffs did not materially change their conduct based on that information.

**TENTH AFFIRMATIVE DEFENSE**

**(No Reasonable Reliance)**

The Complaint, and each cause of action stated therein, is barred in whole or in part because Plaintiffs did not reasonably rely upon any alleged misrepresentations or nondisclosures of material facts made by Facebook.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(No Deception)**

The Complaint, and each cause of action stated therein, is barred in whole or in part because consumers were not deceived by Facebook, Facebook did not engage in conduct or commit actions that were likely to deceive consumers, and Facebook did not conceal or omit any facts it was bound to disclose to Plaintiffs.

**TWELFTH AFFIRMATIVE DEFENSE**

**(No Privacy Interest)**

The Complaint, and each cause of action stated therein, is barred in whole or in part because Plaintiffs do not maintain a legally protected privacy interest over any data Plaintiffs allege to have been shared with third parties, Plaintiffs' own sharing practices eliminated any reasonable expectation of privacy over any such information, and any such information was shared with Plaintiffs' explicit permission, consent, and/or ratification.

**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Waiver/Estoppel)**

Plaintiffs' causes of action are barred, in whole or in part, by the doctrines of waiver and estoppel and because Plaintiffs explicitly exculpated Facebook for the conduct alleged through their contractual agreements with Facebook.



**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Good Faith)**

Plaintiffs' causes of action are barred, in whole or in part, because at all material times, Facebook acted on a good faith belief that it was in compliance with all applicable statutes, laws, and regulations. Facebook did not willfully violate any law.

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Exercise of Reasonable Efforts)**

Plaintiffs' causes of action are barred, in whole or in part, because at all material times, Facebook exercised commercially reasonable best efforts to protect Facebook users' data.

**SIXTEENTH AFFIRMATIVE DEFENSE**

**(Primary Jurisdiction)**

Plaintiffs' causes of action are barred, in whole or in part, because the Federal Trade Commission maintains primary jurisdiction over the subject matter of Plaintiffs' claims.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

**(No Breach of Duty)**

Plaintiffs' causes of action are barred, in whole or in part, because Facebook satisfied any and all duties, contractual obligations, and/or reasonable contractual expectations owed to Plaintiffs.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

**(No Damages)**

Plaintiffs' causes of action are barred, in whole or in part, because Plaintiffs did not suffer any harm or incur any damages as a result of any purported breach of Facebook's duties or contractual obligations to Plaintiffs.

**NINETEENTH AFFIRMATIVE DEFENSE**

**(Cal. Const. art. I, § 1--No Serious Invasion of Privacy)**

Plaintiffs' cause of action under California Constitution, Article I § 1 is barred in whole or in part because Facebook's alleged conduct did not constitute a serious invasion of privacy. Any invasion of privacy was justified because it substantially furthered countervailing interests.

**TWENTIETH AFFIRMATIVE DEFENSE**

**(Stored Communications Act--Permission)**

Plaintiffs' cause of action under the Stored Communications Act is barred, in whole or in part, because Plaintiffs and/or Plaintiffs' Facebook friends permitted the alleged disclosures forming the basis of Plaintiffs' claims. *See* 18 U.S.C. § 2702(b)(3).

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

**(Stored Communications Act--Records)**

Plaintiffs' cause of action under the Stored Communications Act is barred, in whole or in part, because the information allegedly disclosed constitutes consumer "records" and does not constitute "communications." *See* 18 U.S.C. § 2702(c)(6).

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

**(Video Privacy Protection Act—Not a Video Tape Service Provider)**

Plaintiffs' cause of action under the Video Privacy Protection Act is barred, in whole or in part, because Facebook is not a "video tape service provider." *See* 18 U.S.C. § 2710.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

**(Video Privacy Protection Act—Video Watching Behavior)**

Plaintiffs' cause of action under the Video Privacy Protection Act is barred, in whole or in part, because Facebook did not share information with any third party that sheds light on Plaintiffs' video-watching behavior. *See* 18 U.S.C. § 2710.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

**(Negligence—Economic Loss Rule)**

Plaintiffs’ negligence causes of action are barred, in whole or in part, because Plaintiffs cannot recover damages on any negligence theory based solely on allegations of intangible or economic harm.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

**(Deceit by Concealment—Intent)**

Plaintiffs’ cause of action for deceit by concealment is barred, in whole or in part, because Facebook did not intentionally conceal any material fact that it had a duty to disclose to Plaintiffs with the intent of defrauding Plaintiffs.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

**(Unjust Enrichment—No Ill-Gotten Gains)**

Plaintiffs’ cause of action for unjust enrichment is barred, in whole or in part, because Facebook has not obtained any ill-gotten gains as a result of the conduct alleged.

**TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

**(Adequate Remedy at Law)**

To the extent that Plaintiffs are entitled to any relief, Plaintiffs are not entitled to any equitable relief because they have an adequate remedy at law and the relief they request is not the proper subject of a judicial remedy.

**TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

**(Failure to Mitigate Damages)**

Plaintiffs failed to mitigate any damages they suffered and are therefore barred from recovering mitigatable damages.

**TWENTY-NINTH AFFIRMATIVE DEFENSE**

**(Improper Request for Restitution)**

Plaintiffs' request for restitution is barred because Plaintiffs did not pay Facebook any money or transfer property to Facebook in connection with the allegations in the Complaint.

**THIRTIETH AFFIRMATIVE DEFENSE**

**(Punitive Damages—Good Faith)**

Plaintiffs are not entitled to recover punitive damages, because at all material times, Facebook acted reasonably and in good faith, without malice, oppression, or fraud, based upon relevant facts and circumstances known at the time.

**THIRTY-FIRST AFFIRMATIVE DEFENSE**

**(Class Allegations—Due Process)**

Certification of the alleged putative class, as articulated in the Complaint, would fail to provide adequate due process protections and would violate the Rules Enabling Act, 28 U.S.C. § 2072, inasmuch as it would constitute trial by formula and unfairly restrict Facebook's right to litigate affirmative defenses to the individual claims of Plaintiffs and each member of the putative class, and therefore deny Facebook the protection of the Due Process Clause of the United States Constitution and violate the Rules Enabling Act.

**THIRTY-SECOND AFFIRMATIVE DEFENSE**

**(Class Allegations—Improper Class Action)**

Plaintiffs' claims, and those of the purported classes, are barred in whole or in part, because the action is not properly maintainable as a class action as alleged by Plaintiffs.

**THIRTY-THIRD AFFIRMATIVE DEFENSE**

**(Class Allegations—Undamaged Class Members)**

The Complaint and each of its claims for relief therein violate Facebook's rights to due process under the United States Constitution to the extent Plaintiffs and the alleged classes seek relief on behalf of purported class members who have not suffered any damages.

**THIRTY-FOURTH AFFIRMATIVE DEFENSE**

**(Reservation of Affirmative Defenses)**

Facebook presently has insufficient knowledge or information upon which to form a belief as to whether it may have additional, as yet unstated, affirmative defenses to the Complaint.

Facebook reserves the right to assert additional affirmative defenses as it becomes aware that such defenses may be available.

**PRAYER FOR RELIEF**

**WHEREFORE**, Facebook requests that judgment be entered as follows:

1. That Plaintiffs take nothing by this action;
2. That the request for equitable, injunctive and/or declaratory relief be denied;
3. That the Court deny Plaintiffs' request to certify this action as a class action;
4. That the Complaint be dismissed in its entirety with prejudice;
5. That judgment be entered in favor of Facebook and against Plaintiffs;
6. That Facebook be awarded its costs of suit;
7. That Facebook be awarded its attorneys' fees incurred herein; and
8. That the Court award Facebook such other and further relief as the Court may deem just and proper.

Dated: February 5, 2020

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